



City of Opportunity. Moving Forward!

*Request for
Proposal for
Residential
Curbside Solid
Waste Collection
Services*

RFP 2014-001

PREPARED BY

Austell Public Works
5000 Austell-Powder Springs Road
Suite 105
Austell, Georgia 30106-2427

Office: (770) 944-4325

Fax: (770) 944-4335



CITY OF AUSTELL
Public Works
5000 Austell-Powder Springs Road • Suite 105
Austell, Georgia 30106-2427
Office: (770) 944-4325 • Fax: (770) 944-4335

REQUEST FOR PROPOSAL
2014-001

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES

The City of Austell invites prospective service providers to submit proposals responsive to the specific requirements as set for in the Request for Proposals 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The written requirements contained in this Request for Proposal shall not be changed or superseded except by written addendum from the City of Austell. Failure to comply with the written requirements for this Request for Proposal may result in disqualification of the submittal by the City of Austell.

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

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES
"RFP 2014-001"

and delivered to:

City of Austell - Public Works
5000 Austell-Powder Springs Road, Suite 105
Austell, Georgia 30106-2427

The City of Austell 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 city.

A mandatory pre-proposal conference has been scheduled for June 11, 2014 at 9:00 AM in the Public Works Conference Room located at 5000 Austell-Powder Springs Road, Suite 105; Austell.

All prospective service providers must register as a vendor through the City of Austell's website at www.austellga.gov/vendor to access all documents.

REQUEST FOR PROPOSAL 2014-001

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES

SECTION I. REQUEST FOR PROPOSAL OVERVIEW

1.0 Purpose, Participation, Overview, and Administration

1.0.1 The City of Austell is issuing this Request for proposal for Residential Curbside Solid Waste Collection Services.

1.0.2 To participate in this solicitation, prospective service providers must have, at a minimum, five (5) years' experience in providing such services successfully to other municipalities or government entities and must be able to demonstrate current residential customer satisfaction. In addition, the prospective service provider must be able to provide proof of financial stability and business integrity.

1.0.3 Implemented in October 1993, the City of Austell currently offers its residents a Pay-As-You-Throw (a fee-for-service payment program) and offers two size garbage bags – a 20 gallon and a 32 gallon. Approximately two to two and one half tons of solid waste is collected from 250 customers on a weekly basis. Of these, approximately ten are collected from their back door. The prospective service provider will provide service to all residents within the City of Austell. Household solid waste is currently collected each Monday, with the exception of holidays.

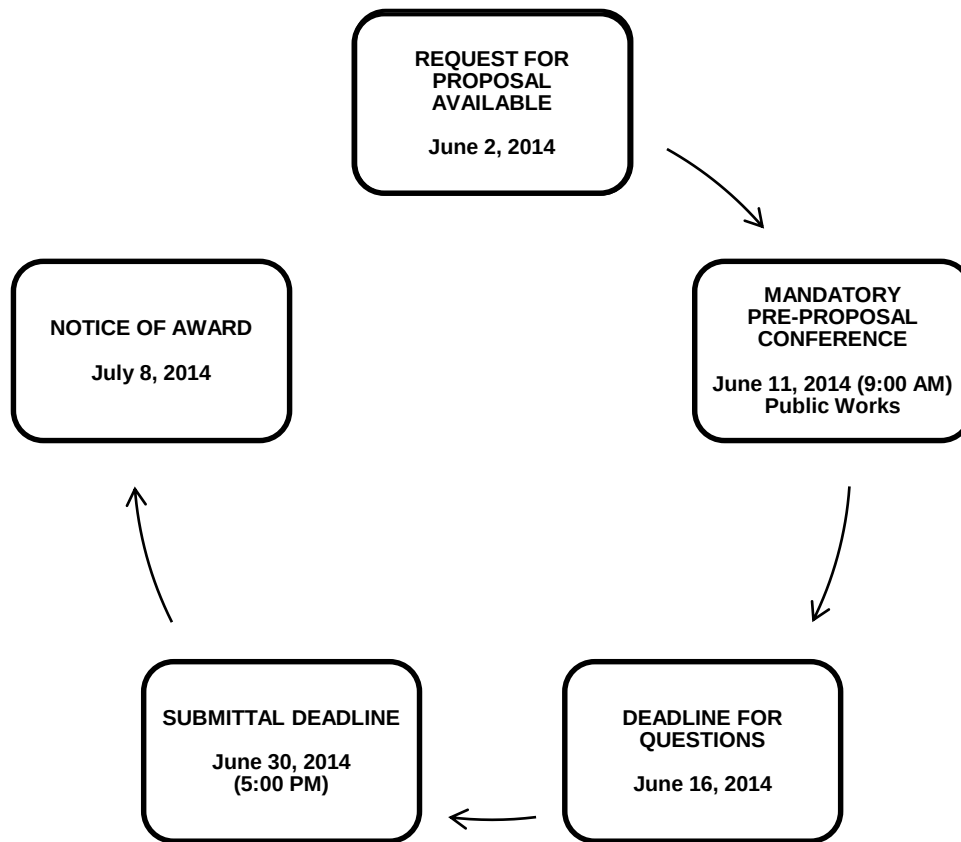
Located in Cobb County, the City of Austell is 10 miles southwest of Marietta and 14 miles west of Atlanta and is part of the Atlanta metropolitan area. The City of Austell has a population of approximately 6,782¹ residents, 2,316 homes, and is 5.7 square miles.

1.0.4 The City of Austell actively manages solid waste functions through its Public Works Department. Staff administers collection contracts, interfaces with state, regional and local agencies, develops and administers policy on solid waste as well as a range of conservation and sustainability issues, develops strategic partnerships and programs, and coordinates related outreach, marketing, and education within the community. The solid waste collection contractor will be responsible for ensuring safe, efficient and responsive solid waste collection services. In addition, the contractor produces and distributes public information about solid waste, collection schedule changes (such as holiday hours), and promotes new collection services.

¹ Source: Georgia Department of Community Affairs

1.1 Information and Time Table

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



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 prospective service provider's name, address, the Request for Proposal Number 2014-001 and title (Residential Curbside Solid Waste Collection Services) to the address listed on page 1 of this Request for Proposal.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00 AM and 5:00 PM ET, Monday through Friday, excluding holidays observed by the City of Austell.

Prospective service providers are responsible for informing any commercial delivery service/courier, 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 prospective service provider.

1.3 Inquiries, Clarifications, and Requests

Prospective service providers are required to submit any and all questions through the online vendor management system at www.austellga.gov/vendor. All questions that arise must be submitted prior to five business days before the submittal due date (see 1.1). Any unauthorized contact shall not be used as a basis for responding to this Request for Proposal and also may result in the disqualification of the prospective service provider's submittal.

From the date of issue until after the Notice of Award has been officially given by the City of Austell, prospective service providers shall make any and all contact with Duane R. Demeritt, Contract Administrator for Austell Public Works, by e-mail to duane@austell.org or by fax to (770) 944-4335. If it is deemed necessary for contact to be made with any other party of the City of Austell, arrangements will be made for that contact to take place. Prospective service providers who attempt to make contact with City staff or any elected or appointed officials during the solicitation period shall be disqualified from participation or consideration for award.

1.4 Additional Information and Addenda

1.4.1 Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions to the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and prospective service providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

1.4.2 If required, addenda shall be issued to all prospective service providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and also shall be made available, free of charge, to all prospective service providers and other interested parties. All addenda will be posted through the online vendor management system at www.austellga.gov/vendor under the Documents section.

Prospective service providers must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the prospective service provider's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the City of Austell'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. The City of Austell 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

The City of Austell 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 Correction of Clerical or Unintentional Errors

- 1.7.1 After the opening of the solicitation, mistakes or errors that are discovered by the City of Austell, prospective service providers, or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.
- 1.7.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the City in the prospective provider's original solicitation response after written verification that a clerical mistake did occur is received by the City of Austell from the prospective provider.
- 1.7.3 Corrections of other errors may be allowed following a written determination by the City of Austell that the following conditions have been adequately met:
 - Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
 - The solicitation response both as received and as actually intended is the best-valued response received.

- 1.7.4 If, in the City of Austell's opinion, there is a significant and obvious disparity between the proposal of the prospective provider deemed as best-valued and all of the other prospective providers, the best-valued provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next best-valued responsive, responsible provider.
- 1.7.5 If there is no clear and convincing evidence that a mistake or error has occurred, the prospective provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City of Austell, such a prospective provider shall forfeit their bid security and/or be barred from participating in future solicitations conducted by the City of Austell.

1.8 Minimum Acceptance Period

Valid submittals shall not be withdrawn without written permission from the City of Austell 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.

1.9 Non-Collusion Affidavit

By submitting a response to this Request for Proposal, the prospective service provider 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 prospective service provider has not directly or indirectly induced or solicited any other prospective service provider to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the prospective service provider has not in any manner sought by collusion to secure to that prospective service provider any advantage over any other prospective service provider.

By submitting a proposal, the prospective service provider represents and warrants that no official or employee of the City of Austell 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.

1.10 Costs Incurred by Prospective Service Providers

All expenses involved with the preparation and submission of the Request for Proposal to the City of Austell, or any work performed in connection therewith is the responsibility of the prospective service provider.

1.11 Request for Proposal Opening

Request for Proposal submittal package(s) will be opened and reviewed by a selection committee. A list of names of firms responding to the Request for Proposal will be published through the online vendor management system at www.austellga.gov/vendor, after the Request for Proposal due date and time stated herein.

1.12 Right to Amend Solicitation

- 1.12.1 The City of Austell reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the City of Austell.
- 1.12.2 The City of Austell reserves the right to change and/or alter the schedule for any events associated with this solicitation and/or any dates contained herein, and, if required to do so, to duly notify the prospective service providers of such changes in the manner that is most convenient to the City of Austell.
- 1.12.3 The City of Austell reserves the right to add to and/or delete from the Scope of Work and/or Scope of Service(s) and/or Line Item(s) and/or requirement(s) and/ or specification(s) set forth and contained herein, and, if required to do so, to duly notify the prospective service providers of such changes in the manner that is most convenient to the City of Austell.
- 1.12.4 A prospective service provider submitting a response to this solicitation agrees to be bound by any modifications made by the City of Austell.

1.13 Right to Waive Technicalities/Informalities

- 1.13.1 The City of Austell reserves the right to waive any and all technicalities and/or minor informalities contained in the solicitation that it deems are not in the best interest of the City of Austell.
- 1.13.2 The City of Austell reserves the right to waive any and all technicalities, minor informalities and/or irregularities contained in the prepared responses to this solicitation.

1.14 Right to Request Additional Information/Presentations

- 1.14.1 The City of Austell reserves the right to request prospective service providers to submit additional information and/or to send representatives for interviews and/or presentations.

1.15 Right to Enter Into Negotiations

- 1.15.1 To the extent deemed appropriate by the City of Austell, the City of Austell may select and enter into discussions and negotiations with prospective service providers who have submitted responses which are found to be reasonably susceptible for award.
- 1.15.2 The City of Austell reserves the right to discontinue negotiations with any selected prospective service provider at any time, with or without providing notice, with or without stating cause.

1.16 Right to Reject Responses/Providers

- 1.16.1 The City of Austell reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all prospective service providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such prospective service providers of the City of Austell's determination in the manner the City of Austell deems the most convenient.
- 1.16.2 The City of Austell reserves the right to reject any prospective service provider responses that are submitted by the prospective service provider using a form and/or format other than the form and / or format stipulated herein and/or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

1.17 Right to Eliminate Non-Responsive Providers

- 1.17.1 The City of Austell reserves the right to eliminate from consideration any or all prospective service providers who submit an incomplete and/or inadequate response or who are not responsive to any and/or all of the requirements of this solicitation.

1.18 Right to Cancel Solicitation

- 1.18.1 This solicitation does not obligate the City of Austell to select, procure and/or contract for any goods and/or services whatsoever.
- 1.18.2 The City of Austell reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any prospective service provider for any reason whatsoever.

1.19 Contract Award

- 1.19.1 It is the intent of the City of Austell to award a Contract to the service provider deemed most qualified to perform the services/work specified herein, provided the response submitted by the service provider is both responsive and responsible, and the service provider has submitted their response in accordance with the requirements and / or other criteria stipulated in the solicitation package. Only after consideration of any and all determining factors shall the most qualified, responsive, responsible service provider be determined.
- 1.19.2 The City of Austell may request or require additional information from and/or a meeting with prospective service providers before making a final determination of award. Any prospective service provider who refuses to and/or fails to provide such requested information and/or to meet with the City of Austell within the time period stipulated by the City of Austell shall be eliminated from further award consideration. The expenses incurred in responding to the City of Austell's request(s) shall be borne solely by the prospective provider and shall not be refunded and/or reimbursed by the City of Austell in any amount or form.
- 1.19.3 Prior to commencing with any work and/or services and/or providing any goods, the selected service provider shall be required to enter into a legally binding written Agreement or Contract with the City of Austell, based upon the requirements, terms and/or conditions contained herein and/or stipulated by the City of Austell. In addition, prior to commencing with any work and/or services and/or providing any goods, the selected service provider(s) must submit proof to the City of Austell of any and all required insurance, licenses, certifications, permits, bonds etc. necessary and/or required herein.

1.20 Taxes

The City of Austell is tax exempt. The selected prospective service provider will be provided with the State of Georgia Sales and Use Tax Certificate of Exemption number/form upon request.

1.21 Prospective Service Provider Information

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

1.22 Insurance

The selected prospective service provider will be required to provide proof of liability and workman's compensation insurance before work can commence. The minimum requirements are listed in Section 2.5.

1.23 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.

1.24 Anti-Discrimination

By submitting a response to this Request for Proposal, all perspective prospective service providers certify to the City of Austell 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 1.24.1 and 1.24.2 apply:

1.24.1 During the performance of this contract, the prospective service provider agrees as follows:

1.24.1.1 The prospective service provider 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 prospective service provider. The prospective service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1.24.1.3 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.

1.24.2 The prospective service provider will include the provisions of 1. herein in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-prospective service provider or prospective service provider.

1.25 Illegal Immigration Reform and Enforcement Act of 2011

Prospective service providers 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.

- 1.25.1 The form must be signed by an authorized officer of the prospective service provider or their authorized agent.
- 1.25.2 The form must be notarized.
- 1.25.3 The prospective service provider will be required to have all sub-prospective service providers and sub-sub-prospective service providers who are engaged to complete physical performance of services under the final contract executed between the City of Austell and the prospective service provider complete the appropriate sub-prospective service provider and sub-sub-prospective service provider affidavits and return them to the City of Austell a minimum of five days prior to any work being accomplished by said sub-prospective service provider or sub-sub-prospective service provider. Format for this affidavit can be provided to the prospective service provider if necessary.

1.26 Submission Requirements

To facilitate evaluation of proposals please submit the following:

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

1.27 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.

1.28 City Government

The City of Austell operates under a Mayor-Council form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. It is anticipated that the prospective service provider may be required to make one or more appearances at City Council 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 Proposers' for submitting a proposal to supply the City of Austell 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 Proposers' 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 "RFP 2014-001" and the title "Curbside Solid Waste Collection Services." along with the name and address of the Proposer.
 - 2.1.4 Mailed or delivered in sufficient time to ensure receipt by the City of Austell 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 Proposer 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 the Employment Eligibility Form.
 - 2. **Company Information:** This section should contain the name, address, history, and current description of Proposer.
 - 3. **Financial Information:** This section should contain a copy of the Proposers' 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 city contracts with the same or a greater population than (Austell, 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 Proposers' 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 Proposers' 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. **Alternate Proposals and Exceptions:** This section should contain a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the City of Austell's solid waste program. Pricing for alternative proposals must also be included in this section.
8. **Miscellaneous:** This section should contain any additional information that the Proposer 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 Proposer.

- 2.2.1 **Proposal Pricing Forms:** By signing and submitting the proposal forms, Proposer 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, Proposer 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 prospective service provider 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 the City of Austell in person, electronically, or by mail.

2.2.3.2 **SAVE Requirements:** Pursuant to O.C.G.A. § 50-36-1, the City of Austell must obtain a SAVE Affidavit and a secure and verifiable document evidencing the prospective service provider's legal status in the country each time that prospective service provider obtains a public benefit, including any contract, from the City of Austell. The prospective service provider 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 City of Austell in person, electronically, or by mail. Further, the prospective service provider verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the prospective service provider's legal status to the City of Austell either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The prospective service provider 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 the City of Austell to be accompanied by a certification from the prospective service provider that they comply with the Georgia Security and Immigration Act of 2006. Proposers' must execute and submit a Prospective service provider Affidavit. If Sub-Prospective service providers are engaged, they are required to execute the Sub-Prospective service provider Affidavit. These affidavits are attached.

2.3 Bonding Requirements

Upon execution of the agreement the Proposer shall have 14 days to provide to the City of Austell 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 prospective service provider covenants and agrees to take and assume all risk and responsibility for the work rendered in connection with this Agreement. The prospective service provider 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. Prospective service provider shall defend, indemnify and hold harmless the City of Austell, 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 prospective service provider or any sub-prospective service provider or anyone directly or indirectly employed by the prospective service provider or sub-prospective service provider or anyone else for whose acts the prospective service provider or sub-prospective service provider 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 the City of Austell. 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 the City of Austell by any employee of the prospective service provider or any sub-prospective service provider or anyone directly or indirectly employed by the prospective service provider or sub-prospective service provider or anyone for whose acts the prospective service provider or sub-prospective service provider 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-prospective service provider under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City of Austell 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 prospective service provider 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 prospective service provider, its agents, representatives, employees or sub-prospective service providers. All policies shall be subject to approval by the City of Austell's City Attorney as to form and content.

2.5.2 **Minimum Limits of Insurance:** The prospective service provider 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 State and Other	Statutory
Employer Liability	\$100,000/\$500,000
Commercial General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$5,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

2.5.3 **Self-Insured Retentions:** Any self-insured retentions must be declared to an approved by the City of Austell so that the City of Austell may ensure the financial solvency of the prospective service provider; 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 The City of Austell is to be covered as and named as additional insured as respects: liability arising out of activities performed by or on behalf of the prospective service provider; materials used in providing the services the subject of the Agreement; products and completed operations of the prospective service provider; premises owned, leased, or used by the prospective service provider; and automobiles owned, leased, hired, or borrowed by the prospective service provider. The coverage shall contain no special limitations on the scope of protection afforded to the City of Austell.

2.5.4.1.2 The prospective service provider's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the City of Austell. Any insurance or self-insurance maintained by the City of Austell shall be in excess of the prospective service provider'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 the City of Austell.

2.5.4.1.4 Coverage shall state that the prospective service provider'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 the City of Austell for the losses arising from work performed by the prospective service provider for the City of Austell.
- 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 the City of Austell for losses arising from work performed by the prospective service provider for the City of Austell.
- 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 non-payment) has been given to the City of Austell. Such prior written notice shall be mailed to the address listed on page 2, section 1.2.
- All 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 prospective service provider shall furnish the City of Austell 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 prospective service provider's insurer in its normal course of business and shall be received and approved by the City of Austell prior to execution of this Agreement by the City of Austell. The City of Austell reserves the right to require complete, certified copies of all required insurance policies at any time. The prospective service provider 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 prospective service provider 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** The successful service provider will conform to all Federal, State, and Local laws and ordinances regarding solid waste collections services.
- 3.2** **Exclusivity:** The successful service provider will receive the exclusive right to solid waste collection services performed within the city limits for solid waste collection services. 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.
- 3.3** **Franchise Fee:** The successful service provider agrees to pay a 5% franchise fee to the City of Austell.
- 3.4** **Independent Prospective Service Provider:** The prospective service provider hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent prospective service provider and not as the agent or employee of the City of Austell. The prospective service provider 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 prospective service provider agrees to be solely responsible for its own acts and those of its subordinates, employees, and sub-prospective service providers during the life of this Agreement. Any provisions of this Agreement that may appear to give the City of Austell the right to direct prospective service providers to the details of the services to be performed by prospective service provider or to exercise a measure of control over such services will be deemed to mean that prospective service provider shall follow the directions of the City of Austell with regard to the results of such services only.
- 3.5** **Contract Term:** The contracted term of service will begin on September 1, 2014 for a period of five (5) years ending on August 30, 2019.
- 3.5.1** The term of service shall be one (1) year with four (4), one (1) year renewal options pending agreement of both parties. Should either the City of Austell or service provider elect not to renew and extend the contract for an additional one (1) 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.
- 3.6** **Performance Bonds:** A Performance Bond is required in the amount of 100% of the total projected cost of the first year of the contract, based on the number of residences to be serviced. This amount is to be calculated using the total provided by the City of Austell.

3.7 Prosecution of Work: The service provider will begin work upon receipt and acknowledgement of the “Notice of Award” as disseminated by the City of Austell, within ten (10) working days of said notice. The service provider will begin work with adequate labor, equipment, and material to allow for successful implementation and/or completion of the project in the allotted timeframe.

3.8 Coordination of Work: Within ten (10) working days following the “Notice of Award”, the service provider will provide a projected collections schedule.

3.9 Definitions:

3.9.1 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.

3.9.2 Curb Collection: The prospective service provider shall provide solid waste and collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Austell. 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 prospective service provider will not be required to collect refuse from the inside of the buildings.

The prospective service provider, 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 City with a letter from a physician, licensed in the State of Georgia, and the City verifying the customer is handicapped, over 65 years of age, or infirm.

3.9.3 Solid Waste: 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 not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

3.10 Rate Adjustments:

Consumer Pricing Index: Rates shall be submitted for consideration to the City of Austell by March 1 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.

3.10.1 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.

3.10.2 Unforeseen Increases: In the event that the service providers' operational costs are increased due to changes in governmental regulations or disposal fees, the prospective service provider may submit a request for an increase including a cost analysis that demonstrates a proof of need.

3.11 Licenses, Permits, Etc.: The prospective service provider covenants and declare that it as well as its employees, agents and sub-prospective service providers (inclusive of sub-prospective service provider's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits, or the like required of the prospective service provider 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.

3.12 Exception or Waivers: No failure by the City of Austell to enforce any right or power granted under this Agreement, or to insist upon strict compliance by prospective service provider with this Agreement, and no custom or practice of the City of Austell at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City of Austell's right to demand exact and strict compliance by prospective service provider with the terms and conditions of this Agreement.

3.13 Holiday Schedule: No collections shall be required on the nine annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The prospective service provider shall provide to the City of Austell a list of the holidays recognized by the prospective service provider.

- 3.14 Assignability:** The contract shall not be assignable or transferable by the prospective service provider, nor shall any service be performed by a sub-prospective service provider for the prospective service provider without the prior written consent of the City of Austell.
- 3.15 Complaint Resolution:** Should the prospective service provider miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of fifteen dollars (\$15.00) per missed service shall be credited on the next bill.
- 3.16 Force Majeure:** The prospective service provider 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.
- 3.17 Emergency Failure to Perform:** In the event of an emergency or failure by the prospective service provider to be able to adequately perform residential waste collection services, the prospective service provider shall immediately contact the Public Works office of the City of Austell. If a live voice-to-voice conversation is not possible, the service provider shall use alternate contact methods as determined by the City of Austell. The service provider shall follow the instructions of the City of Austell to insure the public health, safety, and welfare of the City of Austell.
- 3.18 Damages:** The prospective service provider 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 prospective service provider 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.
- 3.19 Liquidated Damages:** The prospective service provider shall pay as liquidated damages in the amount of five hundred dollars per day for failure to comply with the provisions of the contract for service.
- 3.20 Failure to Perform:** In addition to the provisions of the Performance Bond, if the prospective service provider fails to service the city on a timely basis, the prospective service provider shall forfeit payment for services not performed unless remedied to the satisfaction of the City of Austell, or caused by an act of God.

SECTION 4. SCOPE OF SERVICES

The City of Austell requires residential curbside solid waste collection services for homes contained within its city 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 prospective service provider will be required to provide a 95 gallon cart 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.

4.1.1 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.

4.1.2 Cart Overflow: The prospective service provider is required to remove additional bags or boxes adjacent to the cart or bin.

4.3 Disposal Requirements: All waste collected from the city 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.

4.4 Collection Vehicles: Prospective service provider 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.

4.5 Customer Service Standards: All complaints received by the prospective service provider or the City of Austell before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The prospective service provider shall maintain a daily log of all complaints received and time that complaint was resolved. The prospective service provider shall provide a monthly report to the City, which will include copies of the daily reports for the prior month.

4.6 Customer Service Center: The prospective service provider will operate and maintain a Customer Service Center with the following minimum standards:

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

- 4.6.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.
- 4.6.3 The prospective service provider should implement procedures approved by the City of Austell whereby complaints can be received via fax, e-mail and website.
- 4.7 Routing and Software Requirements:** The prospective service provider 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 City of Austell's carbon footprint. Prior to service implementation, the prospective service provider 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 the City of Austell to display on its website.
- 4.8 Collection Routes:** The prospective service provider shall further establish routes for the collection of solid waste. The prospective service provider's collection schedule and collection routes shall be filed with the City of Austell.
- 4.9 Collection Route Schedule:** The prospective service provider shall establish with the City of Austell a schedule addressing the days of the week each collection shall be executed. This schedule will not vary, or change without the written permission of the City of Austell, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).
- 4.10** No collection shall be made before 7:00 AM or after 6:00 PM, except by express authorization of the City of Austell. 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 prospective service provider shall ensure the following, regarding personnel:

- Must be in a company uniform (shirt, at least), to be defined by the prospective service provider in the bid submittal, and must be recognizable as representative of the prospective service provider's company. The uniform must be maintained, clean, and in good repair.
- Personnel must maintain a clean appearance.

- The prospective service provider must maintain a courteous demeanor when dealing with the residents and businesses of the City of Austell.
- At no time will the prospective service provider or its personnel search through the garbage that is collected in the City of Austell.

4.12 Cleanliness: In the collection of solid waste, the prospective service provider 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 prospective service provider 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 the City of Austell and need to dispose their loads into a larger vehicle. In addition, the prospective service provider will not be allowed to store containers of any kind in common areas or in the City of Austell right-of-way. If an unsightly or unsanitary condition results from an action of the prospective service provider, the prospective service provider shall respond within four (4) hours of receipt to the satisfaction of the City of Austell.

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

4.13.1 Locations:

City Hall/Finance:	One (1) 95 gallon container
Public Works Maintenance Facility:	Three (3) 95 gallon container
Police Department:	One (1) 95 gallon container
Fire Station 1:	One (1) 95 gallon container
Fire Station 2:	One (1) 95 gallon container

4.13.2 Municipal Services

Please include pricing for the following, picked up one time weekly, unless specified otherwise:

Public Works Maintenance Facility:	One (1) 20 yard front end load
Community Center:	One (1) 4 yard front end load
Threadmill Complex:	One (1) 40 yard open top

4.13.3 Bi-Annual Clean Up

The City of Austell offers a bi-annual clean up to its residents (April and October) to collect large bulk items that are not collected at any other time during the year. Please include pricing for two (2) 40 yard open top dumpsters that would be picked up as needed during these months.

4.13.3 Special Events

Annual Christmas Tree Lighting: Two (2) 20 yard front end load
Other Events as Needed

- 4.14 Communications and Reporting:** Prospective service provider shall provide an internet/e-mail based system for the communication of all service requests from the City of Austell's customer service representatives to the prospective service provider. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request.
- 4.15 Volume Report:** Prior to the fifteenth of the following month, the prospective service provider shall complete the trash monthly volume report. No payment shall be sent to the prospective service provider where the City of Austell pays the bill unless the volume is current.
- 4.16 Publicity:** The prospective service provider shall provide information promoting reduction of solid waste and adequate publicity to all residential dwelling units within the City of Austell as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection for the solid waste collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address, and web site of the prospective service provider's office where questions or complaints can be handled. Such publicity shall be approved by the City of Austell prior to distribution publication.
- 4.17 Billing and Payments:** The City of Austell will be responsible for billing each resident. The prospective service provider will invoice the City of Austell on a monthly basis.
- 4.18 Dispute Resolution:** Any dispute between the City of Austell and the prospective service provider, 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 the City of Austell.

SECTION 5. SUBMISSION FORMS

5.1 The following forms must be included with each proposer's submission.

1. Execution of proposal
2. Non-Collusion Affidavit
3. Addenda Acknowledgment
4. Georgia Security and Immigration Compliance Act Affidavit
5. Proposal Pricing Forms



CITY OF AUSTELL
Public Works
5000 Austell-Powder Springs Road • Suite 105
Austell, Georgia 30106-2427
Office: (770) 944-4325 • Fax: (770) 944-4335

EXECUTION OF PROPOSAL

**RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES
2014-001**

Date: _____

The potential prospective service provider certifies the following by placing your initials in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential prospective service provider 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 and detailed in the proposal, including all direct and indirect costs.
- ___ That the potential prospective service provider 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:

Printed Name: _____

Office: _____ Extension: _____

E-Mail: _____

Operations Contact Representative:

Printed Name

Office: _____ Extension: _____

E-Mail: _____

Prospective service provider Information:

Printed Name

Federal Identification Number

Address: _____

City: _____ State: _____ Zip Code: _____

Office: _____ Extension: _____

Fax: _____

E-Mail: _____

Authorized Signature: _____

Typed Name and Title: _____

Date: _____



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ADDENDA ACKNOWLEDGEMENT

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES 2014-001

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

Addendum Number _____	Dated: _____
Addendum Number _____	Dated: _____
Addendum Number _____	Dated: _____
Addendum Number _____	Dated: _____
Addendum Number _____	Dated: _____

_____ Authorized Representative/Title (Print or Type)	_____ Authorized Representative (Signature)	_____ Date
---	---	---------------

Prospective service providers must acknowledge any issued. Proposals which fail to acknowledge the prospective service provider's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the City of Austell's requirements.



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GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES
2014-001

Name of Contracting Entity: _____

Contract Date: _____

By executing this affidavit, the undersigned person or entity 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 Austell has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify², in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with sub-prospective service providers who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Austell at the time the sub-prospective service provider(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 2014

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

² or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60.



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PROPOSAL PRICING FORM

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES 2014-001

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

95 Gallon Cart

Once per week, per unit, per month, for residential curbside garbage collection: \$ _____

Rate per month, per additional unit: \$ _____

Proposal for Commercial Collection (Front End Load and Open Top)

DUMPSTER PRICING		WEEKLY COLLECTION FREQUENCY					
Cubic Yards	Total	1×	2×	3×	4×	5×	6×
2	Rate per Month						
4	Rate per Month						
6	Rate per Month						
8	Rate per Month						

Include additional cubic yard sizes and pricing:

Cubic Yards	Total	1×	2×	3×	4×	5×	6×
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						

One Time Delivery / Set Up Fee \$ _____

Extra pick up rate \$ _____



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**PROPOSAL PRICING FORM WITH HAULER, HANDLING,
 BILLING, AND COLLECTION SERVICES**

**RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES
 2014-001**

95 Gallon Cart

Once per week, per unit, per month, for residential curbside garbage collection: \$ _____

Rate per month, per additional unit: \$ _____

Proposal for Commercial Collection (Front End Load and Open Top)

DUMPSTER PRICING		WEEKLY COLLECTION FREQUENCY					
Cubic Yards	Total	1×	2×	3×	4×	5×	6×
2	Rate per Month						
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6	Rate per Month						
8	Rate per Month						

Include additional cubic yard sizes and pricing:

Cubic Yards	Total	1×	2×	3×	4×	5×	6×
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						
	Rate per Month						

One Time Delivery / Set Up Fee \$ _____

Extra pick up rate \$ _____



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NON-COLLUSION AFFIDAVIT

**RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES
2014-001**

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Prospective service provider

Company Name

City

State

Zip Code

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 the City of Austell 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 the City of Austell or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Signature

Title

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 2014

Notary Public

My Commission Expires: _____

[NOTARY SEAL]