



**REQUEST FOR PROPOSALS (RFP)# 18-116-G**  
**For**  
**Recycling and Yard Waste Services**  
**Schedule of Events**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
RFP Issue Date.....	5/1/2018
Pre-bid Conference non-mandatory .....	5/7/2018, 2:00 PM
Deadline for Receipt of Written Questions.....	5/10/2018, 2:00 PM
RFP Response Due Date.....	5/24/2018, 2:00 PM
RFP Opening .....	5/24/2018, 2:30 PM
Anticipated Award Date.....	7/9/2018

*(All time references in this document are understood as Local Time for Roswell, GA.)*

Questions should be directed in writing via e-mail to:

[purchasing@roswellgov.com](mailto:purchasing@roswellgov.com)

**Submit Proposals to:**  
**Greg Anderson**  
**City of Roswell**  
**Purchasing Division**  
**38 Hill Street, Suite 130**  
**Roswell, Georgia 30075**

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## PROPOSAL LETTER

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### **FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals RFP 18-116-G - Recycling and Yard Waste Services for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("City").

It is understood and agreed that we have read the City's scope of work and/or specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items and/or services included in this proposal meet or exceed any and all such City scope of work requirements or specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred eighty (180) days from proposal opening date.

### **PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror \_\_\_\_\_

Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Offeror Name Here \_\_\_\_\_

## OFFEROR'S RFP CHECKLIST

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### 10 Critical Things to Keep in Mind When Responding to an RFP for the City of Roswell

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. \_\_\_\_\_ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. The Schedule of Events will indicate if the pre-bid conference will be held and if it is mandatory.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Cities' website and will include all questions asked and answered concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume evaluators will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with one of the Cities. Proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, etc.
8. \_\_\_\_\_ **Check the City's website for RFP addenda.** Before submitting your response, check the City's website at [www.roswellgov.com/bids](http://www.roswellgov.com/bids) to see whether any addenda were issued for the RFP. **If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.**
9. \_\_\_\_\_ **Review the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
10. \_\_\_\_\_ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

***This checklist is provided for assistance only and should not be submitted with Offeror's Proposal.***

## PROJECT OVERVIEW

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The City of Roswell, home to approximately 26,000 residential customers, is the ninth largest city in the State of Georgia. The City manages solid waste and recycling efforts for the community including the residential curbside program. The City of Roswell (The Client) seeks the services of a qualified contractor to provide Recycling and Yard Waste Collection Services for the City of Roswell as part of the City's residential curbside program.

Major elements of the project include provision of equipment and services to provide a complete "turn key" recycling and yard waste collection service, in accordance with the scope of work provided for in detail in the solicitation.

## SECTION 1: RFP INSTRUCTIONS

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### 1.1 Single Point of Contact

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From the date this Request for Proposals (the "RFP") is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Greg Anderson
Address:	38 Hill Street Roswell, GA 30075
Telephone Number:	770-641-3718
E-mail Address:	purchasing@roswellgov.com

### 1.2 Required Review

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- 1.2.1 **Review RFP:** Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFP.
- 1.2.2 **Addenda:** The City of Roswell may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the RFP at [www.roswellgov.com/bids](http://www.roswellgov.com/bids) . Addenda will become part of the proposal documents and subsequent contract. Offerors must sign and return any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in via e-mail to the Buyer referenced above on or before **the deadline for questions listed in the Schedule of Events**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may be considered (i.e. if there is an error in the bid), but will not be directly answered.
- 1.2.4 **The City of Roswell's Answers:** The City of Roswell will provide an official written answer to all questions received within the period stipulated in the schedule of events. The City of Roswell's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at [www.roswellgov.com/bids](http://www.roswellgov.com/bids). The city will take into account the proposer effort required and materiality of individual addenda in determining if an extension of time is required. Offerors must sign and return any addendum with their RFP response.

### 1.3 Pre-Proposal Conference

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A pre-proposal conference (if a date is provided for one in the Schedule of Events) will be conducted for this RFP on the date and at the time listed in the Schedule of Events in the City Council Chambers of Roswell City Hall located at 38 Hill Street, Roswell, GA 30075. The Schedule of Events will state if the Pre-bid Conference is mandatory. If the Pre-Bid Conference is not listed as Mandatory, then attendance is not required, but highly recommended.

### 1.4 Submitting a Sealed Proposal

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- 1.4.1 **Organization of Proposal:** Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of proposals, please utilize this section along with **Exhibit A** to compile your response.
- 1.4.2 **Failure to Comply with Instructions:** Offerors failing to comply with these instructions may be subject to scoring reductions. The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.
- 1.4.3 **Multiple Proposals:** If more than one bid is submitted by an Offeror, or by any person or persons representing the Offeror, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to an Offeror may submit prices to other Offerors, and may submit a direct and complete bid for the project to the Owner on its own behalf.
- 1.4.4 **Copies Required and Deadline for Receipt of Sealed Proposals:** All proposals must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:
- A. Technical Proposal (See Exhibit A: Required Format of Proposal #1,2,3):
    - i. One (1) hard copy marked "Original" with original signatures; and
    - ii. Five (5) hard copies marked "Copy" with a copy of the signed original; and
    - iii. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.
  - B. Financial Proposal:
    - i. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope marked "Financial Proposal" with the Offeror's name, address, RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets shall not be included in proposal original or copies.

- C. Proposals must be received sealed and at the Purchasing Office location noted on the Cover Page prior to **the date and time listed in the Schedule of Events**. Facsimile or e-mail responses to requests for proposals are **NOT** accepted.

#### 1.4.5 Late Submissions, Withdrawals, and Corrections:

- A. **Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the Purchasing Office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **Proposal Withdrawal:** An Offeror requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **Proposal Correction** If an obvious clerical error is discovered after the proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

### 1.5 Offeror's Certification

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- 1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.
- 1.5.2 **Offeror's Signature:** All signatures required in the proposal on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.
- 1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.3.5*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

### 1.6 Cost of Preparing a Proposal

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- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal



as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of its proposal.

- 1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this RFP become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFP process.

## SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

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### 2.1. Authority

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This RFP is issued under the authority of the City of Roswell.

### 2.2. Receipt of Proposals and Public Inspection

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2.2.1 **Public Information:** During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 **Buyer's Review of Proposals:** Upon opening the sealed proposals received in response to this RFP, the Buyer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- Proposal does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### 2.3. Classification and Evaluation of Proposals

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2.3.1 **Initial Classification of Proposals as Responsive or Nonresponsive:** All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive may not be considered further.

- 2.3.2 **Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.
- 2.3.3 **Evaluation of Proposals:** The Evaluation Committee will evaluate the remaining proposals and make a recommendation to Mayor & Council or, if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the recommended Offeror. Responsive proposals will be evaluated based on stated evaluation criteria (*Section 5*). In scoring against stated criteria, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors.
- 2.3.4 **Completeness of Proposals:** Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.
- 2.3.5 **Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration:** After receipt of all proposals and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP responses or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City of Roswell to discuss technical and contractual aspects of their proposals. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.
- 2.3.6 **Best and Final Offer:** The "best and final offer" is an option available to the City of Roswell under the RFP process which permits the City of Roswell to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. The decision to seek "best and final offer" is at the sole discretion of the City. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.
- 2.3.7 **Committee Recommendation for Award:** The Evaluation Committee will provide a written recommendation for award to the Buyer that contains the ranking and related supporting documentation for its decision. The Buyer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.
- 2.3.8 **Negotiation:** Upon recommendation from the Evaluation Committee, the Buyer may begin negotiations with the responsive and responsible Offeror whose proposal that is the advantageous to the City of Roswell. If negotiation is

unsuccessful or the highest-ranked Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City of Roswell may terminate negotiations and begin negotiations with the next highest-scored Offeror.

- 2.3.9 **Contract Award:** Award, if any, will be made based on the final determination of Mayor & Council.
- 2.3.10 **Purchasing Policy:** Bidder agrees that the provisions of the City of Roswell Purchasing Policy are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

#### 2.4. Roswell's Rights Reserved

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While the City of Roswell has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP at any time. A notice of cancellation will be issued on the Roswell website. If the RFP is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its proposal. Proposals may be returned upon request if unopened;
- Reject any or all proposals received in response to this RFP,
- Make a contract award, based directly on the proposals received, determined to be in the best interest of the City, in its sole discretion,
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the City of Roswell; or
- Terminate any contract if the City of Roswell determines adequate funds are not available.

**SECTION 3: SCOPE OF PROJECT/SCOPE OF SERVICES**

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**See Exhibit G.**

## **SECTION 4: SUBMITTALS**

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**See Exhibit A.**

## SECTION 5: EVALUATION CRITERIA

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All proposals received will be reviewed by the Buyer to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a scoring based on the information provided in **Exhibit A** and **Exhibit D** of this RFP.

Proposals will be evaluated and ranked based upon the following categories:

- A. Technical Requirements
  - a. Proposal Cover Letter and General Forms (Pass/Fail)
  - b. Proof of Satisfaction of Minimum Requirements (Pass/Fail)
  - c. Experience (20%)
  - d. Proposed Approach and Equipment (40%)
- B. Oral Presentation (held at the discretion of the committee - potential revision of Technical Requirements score)
- C. Financial Proposal (40%) (prepare a separate envelope and submit separately from Technical Requirements)

After each member of the Evaluation Committee evaluates the proposals, the evaluation committee member score related to each technical criteria will be averaged and the proposals with the highest scores will have the most favorable scoring.

Offerors with scores indicating, in the opinion of the Committee, that they are still susceptible for award may be required to give an oral presentation to the evaluation committee to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. Following the initial scoring, and after the optional Oral Presentations (if held) the Evaluation Committee will jointly rank, by consensus, all proposers still susceptible for award using initial scoring and any new information gained during the interview process as a basis for discussion and consensus ranking.

Scores for pricing will be evaluated using the following Methodology:

Cost Scoring Formula  $L/R \times P = Z$

Where: L = Price of the supplier's response with the lowest cost. R = Total cost of the Proposal being scored. P = Total percent available for cost scoring. Z = Assigned percentage.

Example: City receives responses from two suppliers on an RFP. The RFP assigned 60 possible percentage points for technical scores and 40 possible percentage points for cost scores. Supplier A's cost proposal is \$50,000.00. Supplier B's cost proposal is \$55,000.00. As Supplier A offered the lowest cost, Supplier A receives 40 percentage points. The issuing officer can calculate the number of cost points to assign to Supplier B's cost score by using the formula noted above.

As shown below, Supplier B's total cost score is 36.36 percentage points.

$L/R \times P = Z$  ( $\$50,000.00/\$55,000.00$ )  $\times 40 = Z$   $.909 \times 40 = Z$   $36.36 = Z$

## SECTION 6: TERMS AND CONDITIONS

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The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

### 6.0 Additional Contract Provisions and Terms

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This RFP, including all RFP documents and any addenda, the Offeror's proposal, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

### 6.1 Performance Prior to Contract Execution

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The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the proposal.

### 6.3 Subcontractors

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The highest-scored Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City of Roswell.

### 6.4 Bonding Requirements

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The successful Offeror shall be required to furnish a bond for the faithful performance on the contract in an amount not less than \$1,000,000.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.



Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

## 6.5 General Insurance Requirements

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The Contractor shall provide the City of Roswell with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Contractor shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Roswell is additionally insured.

- **Statutory Workers' Compensation Insurance:**

Employers Liability:

- Bodily Injury by Accident                      \$100,000 each accident
- Bodily Injury by Disease                        \$500,000 policy limit
- Bodily Injury by Disease                        \$100,000 each employee

- **Comprehensive General Liability Insurance:**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage  
Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

- **Comprehensive Automobile Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

- **Excess Umbrella Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

## 6.6 Compliance with Workers' Compensation Act

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The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must

be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

## 6.7 Compliance with Illegal Immigration Reform and Enforcement Act

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6.7.1 **E-Verify Program:** The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal.

### **Requirement to Participate in a Federal Work Authorization Program (E-Verify):**

- (1) Pursuant to O.C.G.A. § 13-10-91:
  - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

### **Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:**

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in

such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.

- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

## 6.8 Compliance with Laws

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The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## 6.9 Substitutions and Change Orders

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NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and

may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

## 6.10 Contract Termination

### **See Standard Agreement**

## 6.11 Invoicing and Payment

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The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the terms and conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed.

Invoices shall be submitted to:

Roswell Finance Department  
Attn: Accounts Payable  
[invoices@roswellgov.com](mailto:invoices@roswellgov.com)  
38 Hill Street  
Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the project work, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

## 6.12 Miscellaneous

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In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address will be provided in the Notice to Proceed.

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site.

## **EXHIBIT A –PROPOSAL FORMAT AND CONTENT**

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**Exhibit A immediately follows this page and is separately paginated.**

## PROPOSAL FORMAT AND CONTENT

The Proposal must contain ALL of the required paperwork. ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order. Refer to the table that follows to assist you in your submission.

Required Format of Proposal:
1. Proposal Cover Letter and General Forms
2. Proof of Satisfaction of Minimum Requirements
3. Proposed Approach, Equipment, Experience, and Financial Stability
4. Financial Proposal
5. Brochures, Flyers, Promotional Material

### **A.01 PROPOSAL COVER SHEET AND GENERAL FORMS**

Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.

In addition, Proposers shall complete and provide the following forms/Documents:

1. Proposal Letter RFP 18-116-G
2. Signed Addenda
3. EXHIBIT E - Contractor Affidavit under O.C.G.A. § 13-10-91

### **A.02 PROOF OF SATISFACTION OF MINIMUM REQUIREMENTS**

#### **A.02.01 Ability to Acquire Performance Bond and Insurance**

Proposers shall submit proof of the ability to acquire a performance bond and insurance that meets or exceeds the requirements set forth in the RFP.

#### **A.02.02 Minimum Experience**

Proposer shall have a minimum of three (3) years successful experience providing recycling and yard waste services. For each reference, Proposer shall provide the following information:

1. Name of customer and identification of number of residential customers and description of services provided.
2. Owner Contact person, including name, title, phone number, and email address.
3. Number of years of service and year in which services began.

### **A.03 PROPOSED APPROACH, EQUIPMENT, EXPERIENCE, AND FINANCIAL STABILITY**

#### **A.03.01 Proposed Approach**

Proposer shall provide an overview of the proposed approach for providing the scope of services including a description of the following:

1. **Commencement Date.** The City’s contract for recycling and yard waste services expires on August 31, 2018. The City may extend the current contract on a month to month basis. However, the City’s preference is for the new contract for recycling and yard waste services to begin on September 1, 2018. Proposer shall identify the earliest date for which Proposer can commence providing services to the City.
2. **Proposed Approach to Recycling Services.** Proposer shall provide an overview of the proposed approach for providing recycling services including collection of materials set-out in recycling carts and broken-down cardboard set-out adjacent to or under recycling carts. Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the collection of program recyclable materials. The City’s preference is that program recyclable materials include the following materials currently accepted:
  - **Paper:** mixed paper (newspaper, telephone books, magazines, catalogs, office paper, glossy forms & junk mail), cardboard and chipboard, corrugated cardboard
  - **Plastics:** plastic containers #1 - #7
  - **Metal:** aluminum, steel food and beverage cans, foil, pie tins
  - **Glass:** brown, green, clear and blue glass bottles and jarsProposers shall identify any materials listed above excluded from the proposal. In addition, Proposers shall identify any materials not listed above that the City may select to include in the recycling services at no additional cost.
3. **Proposed Approach to Yard Waste Services.** Proposer shall provide an overview of the proposed approach for providing yard waste services including collection of materials set-out in compostable paper bags, cans, and bundles as well as loose yard waste. Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the collection of yard waste. In addition, Proposer shall describe the proposed approach for management of material collected via yard waste services. Proposers shall describe how the seasonal nature of yard waste will be managed including a detailed plan of how yard waste will be managed in peak seasons or after storms.
4. **Materials Management Facility Information.** Proposers shall provide the following information for all processing facilities and disposal facilities to be used by the Proposers during the term of the contract.
  - Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
  - Name of the owner and operator of the facility(ies), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.
  - Term of the Proposer’s contract with the facility.
  - Facility(ies) total and available capacity including the specific projected life (in years).
5. **Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps along with any accompanying description of the proposed routes. Proposers shall describe approach to ensure all materials are collected on the scheduled collection day. In addition, Proposer shall describe the procedure for identifying residential customers granted a curbside exemption by the City.
6. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
  - Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer’s satisfaction.
  - Description of missed collections resolution procedures including ensuring missed Collections are resolved in compliance with RFP.

- Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.
- 7. Contingency Plan.** Proposer shall describe its proposed strategies to ensure services are provided in accordance with the contract at all times. In the contingency plan, Proposer must describe the following:
- Individual or group of individuals that will oversee the execution of the contingency plan.
  - Proposed approach to acquisition of equipment and personnel as necessary.
  - Proposed approach to alternative material management facilities as necessary.
- 8. Transition Plan.** Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
- Individual or group of individuals that will oversee the execution of the transition plan.
  - Proposed approach to acquisition of equipment and training of personnel. Proposers shall also describe how the delivery of recycling carts will be conducted in coordination with the removal of the existing recycling carts used by the residential customers.
  - Detailed schedule for the transition.
- 9. Exceptions.** Proposer shall identify any exceptions to the RFP. Any exceptions to the RFP will be considered and included in the City's evaluation. If the Proposer fails to list any exceptions, the City will assume compliance with the terms, conditions and requirements of the RFP and Proposer shall not raise any exceptions later if selected for award.

#### **A.03.02 Equipment**

Proposer shall provide a description of the equipment to be used for providing the scope of services including the following:

- 1. Description of Recycling Carts.** Proposer shall describe the recycling carts to be utilized for service in the City. The description shall include, at a minimum, the manufacturer, capacity, color, and method of affixing City logo and public education and outreach information. Photos of the proposed recycling carts should be included. If requested, Proposer shall provide a sample of the recycling carts to the City. City shall have the sole decision in determining the appearance of recycling carts.
- 2. Description of Collection Vehicles.** Proposer shall provide a description of all collection vehicles, including the small collection vehicle for collection of program recyclable materials from residential customers granted a curbside exemption by the City and the grapple collection vehicle for collection of loose yard waste, to be used to provide services under the contract. Collection vehicles shall comply with the requirements of the contract. Descriptions shall include:
  - Manufacturer, model, age, and appearance (e.g. colors and logos) of proposed collection vehicle(s). Photos of the proposed collection vehicle(s) should be included.
  - Number of front line collection vehicles to be used to perform each service.
  - Number of spare collection vehicles available to be used to perform the scope of service.
  - Any future collection vehicles to be acquired and a timeline for acquisition of new collection vehicles.
  - Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.



- Communication equipment and safety features of proposed collection vehicles (e.g. back-up cameras, GPS).

**A.03.03      Experience**

Proposer shall provide a description of the Proposer’s experience including the following:

1. **Company Experience.** Briefly describe in narrative format the Proposer’s experience that is relevant to this RFP. In addition to those customers identified in Section A.02.02, Proposers shall provide references for a minimum of three other customers for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following information:
  - a. Name customer and identification of number of residential customers and description of services provided.
  - b. Contact person, including name, title, phone number, and email address.
  - c. Number of years of service and year in which services began.
2. **Experience of Key Personnel and Staffing.** Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the contract. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City. Proposer shall identify which of the key personnel will be considered the Project Manager. The Project Manager shall be present at the interview if the City requests an interview during the Proposal evaluation process.
3. **Contracts Ended Prior to the Expiration Date.** Identify any contracts in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:
  - a. Assignment of the agreement to another vendor;
  - b. Termination of the agreement;
  - c. Mutual agreement with the customer to discontinue service; and/or
  - d. Other reason.
4. **Other Performance History Information.** The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency or any state or local enforcement agency in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters. The list shall include name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters.

**A.03.04 Financial Stability**

Proposers shall submit the following information related to financial stability:

1. Briefly describe in narrative format the Proposer’s financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC required Management Discussion.
2. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this contract. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.
3. Disclose whether Proposer or parent company has ever filed for bankruptcy.

**A.04 FINANCIAL PROPOSAL**

Proposer shall complete Form D- Financial Proposal and provide as a part of this section.

**A.05 BROCHURES, FLYERS, PROMOTIONAL MATERIAL**

Proposer shall provide any additional brochures, flyers, promotional information, etc. for the City’s consideration.

**EXHIBIT B – RESERVED**

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## **EXHIBIT D – Financial Proposal**

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**Exhibit D immediately follows this page and is separately paginated.**

Please note that the City reserves the right to extend the scope and fee of this contract at any point during the contract duration for additional services and fees as negotiated between the City and Offeror and approved as an Amendment by the City Administrator.

**Statement of Organization**

1. **PROPOSER**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Business Contact Person: \_\_\_\_\_

Local Business Phone: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. **SUBCONTRACTOR**

List of all firms participating in this submittal.

Name	Address	Area of Responsibility
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(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

**Exhibit D: Financial Proposal**

The City will determine, prior to award of the contract, whether to maintain the current services (Form D.1) or select one of the two (2) alternative service options (Form D.2 or Form D.3) as an opportunity to reduce the costs of service.

**Form D.1: Services based on Current Services**

<b>Description</b>	<b>Proposed Monthly Fee per Residential Customer</b>	
	<b>Program Recyclable Materials Includes Glass<sup>1</sup></b>	<b>Program Recyclable Materials Excludes Glass</b>
<b>Recycling Services</b> - Once per Week <sup>2</sup>	per month	NA
<b>Yard Waste Services</b> - Once per Week <sup>3</sup>	per month	NA

1. If the City selects to maintain the current services, program recyclable materials will include glass.
2. Includes all costs for recycling services except for the purchase of the recycling carts.
3. Includes once per week yard waste services up to twelve (12) compostable paper bags or cans or up to two cubic yards of loose yard waste or an equivalent total. Yard waste services for loose yard waste in excess of set-out limit will be provided upon written request of City at the rates set forth in Form D.4.

**Form D.2: Services based on Alternative Service Option 1**

<b>Description</b>	<b>Proposed Monthly Fee per Residential Customer</b>	
	<b>Program Recyclable Materials Includes Glass<sup>1</sup></b>	<b>Program Recyclable Materials Excludes Glass<sup>1</sup></b>
<b>Recycling Services</b> - Once per Week <sup>2</sup>	per month	per month
<b>Yard Waste Services</b> - Once per Week <sup>3</sup>	per month	per month

1. If the City selects alternative service option 1, the City will determine, prior to award of the contract, whether program recyclable materials will include or exclude glass.
2. Includes all costs for recycling services except for the purchase of the recycling carts.
3. Includes once per week yard waste services up to fifteen (15) compostable paper bags, cans, or bundles. Yard waste services for loose yard waste will be provided upon written request of City at the rates set forth in Form D.4.



**Form D.3: Services based on Alternative Service Option 2**

<b>Description</b>	<b>Proposed Monthly Fee per Residential Customer</b>	
	<b>Program Recyclable Materials Includes Glass<sup>1</sup></b>	<b>Program Recyclable Materials Excludes Glass<sup>1</sup></b>
<b>Recycling Services</b> - Once per Every Other Week <sup>2</sup>	per month	per month
<b>Yard Waste Services</b> - Once per Week <sup>3</sup>	per month	per month

1. If the City selects alternative service option 1, the City will determine, prior to award of the contract, whether program recyclable materials will include or exclude glass.
2. Includes all costs for recycling services except for the purchase of the recycling carts.
3. Includes once per week yard waste services up to fifteen (15) compostable paper bags, cans, or bundles. Yard waste services for loose yard waste will be provided upon written request of City at the rates set forth in Form D.4.

**Financial Proposal (continued)**

Form D.4 and Form D.5 applies to the current services or alternative service options. Form D.4 allows Proposers to identify the costs for collection of loose yard waste in excess of set-out limits. Form D.5 allows Proposers to identify the fee for the purchase of recycling carts.

**Form D.4: Proposed Fees Yard Waste Services for Loose Yard Waste in Excess of Set-out Limit**

Upon written request of City, the successful Proposer shall provide yard waste services for loose yard waste set-out by a residential customer. Proposers shall complete Form D.4 to provide the City with an understanding of the additional fee for yard waste services for loose yard waste in excess of set-out limit from a residential customer.

<b>Description</b>	<b>Proposed Fee per Written Request of City <sup>1</sup></b>
<b>Yard Waste Services for Loose Yard Waste</b>	per 5 cubic yards

1. Includes all costs for yard waste services for loose yard waste in excess of set-out limit only.

**Form D.5: Proposed Fees for Recycling Carts Purchase**

Form D.5, allows proposers to identify the fee for the purchase of recycling carts. All other cart costs are included in Form D.1, Form D.2, and Form D.3.

<b>Description</b>	<b>Proposed Monthly Fee per Residential Customer <sup>1</sup></b>
<b>Recycling Carts Purchase</b>	per month

1. Includes purchase cost for recycling carts. Fee shall be charged for initial contract term only. For any renewal term, City shall reimburse the successful Proposer for the purchase price paid by the successful Proposer to cart manufacturer for any new recycling carts provided to a residential customer.

**Proposal Price Certification (All Forms)**

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred eighty (180) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURES \_\_\_\_\_

PRINT / TYPE NAME \_\_\_\_\_

**EXHIBIT E – Contractor Affidavit under O.C.G.A. § 13-10-91**

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By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Roswell**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

**City of Roswell, Georgia**

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



# **City of Roswell**

## **CONTRACT AGREEMENT RFP #18-116-G**

### **Recycling and Yard Waste Services**

This Agreement made and entered into this the last day of signature by and between the **City of Roswell, Georgia**, having its principle place of business at **38 Hill Street, Roswell GA 30075** and \_\_\_\_\_ having its principle place of business at \_\_\_\_\_.

WHEREAS, the City of Roswell has caused Request for Proposals (18-116-G – incorporated herein by reference) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP (incorporated herein by reference); and

WHEREAS, the Contractor’s proposal was deemed by the City of Roswell to be the proposal most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation of \_\_\_\_\_ for services to be provided as follows:

#### **1.0 Scope of Work**

The Contractor agrees to provide all Services and comply with all requirements specified in the RFP, and provide those Services as may additionally be specified in the Contractor’s proposal in accordance with the terms and conditions of this agreement. Said specifications are hereby made a part of this agreement by reference.

## **2.0 Independent Contractor**

2.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Roswell. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice to Proceed.

2.2 Inasmuch as the City of Roswell and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Roswell without the express knowledge and prior written consent of the City.

## **3.0 Indemnification**

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

## **4.0 Insurance**

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for comprehensive general liability insurance, which must include personal liability coverage will be \$300,000 per person, \$500,000 per occurrence, and \$1,000,000 aggregate; and, \$100,000 per occurrence and \$1,000,000 aggregate for property damage.

4.1 The Contractor shall provide an ACORD Certificate of Liability Insurance indicating the existence of the policies prior to the beginning of the contract term. Each policy shall contain written notice thereof to the official City representative within thirty (30) days upon cancellation.

## 5.0 Termination

5.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize).

5.2 If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

5.3 The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

5.3.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

5.2.2 After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP.

## 6.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

## 7.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.

## 8.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.



## 9.0 Drug-Free and Smoke-Free Work Place

9.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

9.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

9.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

9.3.1 The Contractor has made false certification herein; or

9.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

## 10.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

## 11.0 Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

## 12.0 Inclusion of Documents

The Referenced RFP, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

Attachment A: RFP Number: 15-043-C – Including all addenda

Attachment B: Contractor's Proposal identified as \_\_\_\_\_

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's proposal, the language in the former shall govern.

**13.0 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## **EXHIBIT G – Background and Scope of Work**

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**Exhibit G immediately follows this page and is separately paginated.**

## **BACKGROUND AND SCOPE OF SERVICES**

### **G.01 BACKGROUND INFORMATION**

The City of Roswell, home to approximately 26,000 residential customers, is the ninth largest city in the State of Georgia. The City manages solid waste and recycling efforts for the community including the residential curbside program.<sup>1</sup>

As part of the residential curbside program, the City provides residents collection of garbage once per week and collection of large items per request via City crews. In addition, the City provides residents collection of program recyclable materials once per week and collection of yard waste once per week via a private contractor.

The City's current contract for recycling and yard waste services expires on August 31, 2018. The City may extend the current contract on a month to month basis. However, the City's preference is for the new contract for recycling and yard waste services to begin on September 1, 2018.

This section provides an overview of the current recycling and yard waste services. A map of the current recycling and yard waste services scheduled collection days is provided in Appendix 1 to Exhibit G. Current recycling and yard waste services contract **monthly** rate information is as follows:

Recycling	\$2.48 per household
Yard Waste	\$5.72 per household

#### **G.01.01 Recycling Services**

Under the current contract, the contractor provides weekly collection of program recyclable materials via 65-gallon recycling carts provided by the contractor. The current contractor accepts the following commingled (e.g. single stream) program recyclable materials as part of the residential curbside program:

- **Paper:** mixed paper (newspaper, telephone books, magazines, catalogs, office paper, glossy forms & junk mail), cardboard and chipboard, corrugated cardboard
- **Plastics:** plastic containers #1 - #7
- **Metal:** aluminum, steel food and beverage cans, foil, pie tins
- **Glass:** brown, green, clear and blue glass bottles and jars

From Fiscal Year 2012/2013 to 2016/2017, City residents recycled on average approximately 6,900 tons of program recyclable material annually via the residential curbside program.<sup>2</sup> Table 1 shows the annual tonnage of program recyclable material collected via the residential curbside program from Fiscal Year 2012/2013 through 2016/2017. Table 2 shows the monthly tonnage of program recyclable material collected via the residential curbside program in Fiscal Year 2016/2017. The City does not have composition information related to program recyclable materials collected via the residential curbside program.

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<sup>1</sup> Residents that qualify for a curbside exemption receive collection of garbage and program recyclable materials at a location (i.e. garage door) designated by the City Environmental/Public Works Director. Approximately 1,572 residential customers currently qualify for a curbside exemption. All residents receive collection of large items and yard waste at the curbside.

<sup>2</sup> The City operates the Roswell Recycling Center. The materials collected at the Roswell Recycling Center are not included in this RFP. The RFP includes only materials collected via the residential curbside program by the successful Proposer.

**Table 1: Residential Curbside Program Recyclable Material Tonnage (Fiscal Year 2012/2013 – Fiscal Year 2016/2017)**

<b>Fiscal Year</b>	<b>Annual Tons</b>
2012/2013	6,726
2013/2014	6,893
2014/2015	7,597
2015/2016	6,674
2016/2017	6,561
<b>Average</b>	<b>6,890</b>

**Table 2: Residential Program Recyclable Material Monthly Tonnage (Fiscal Year 2016/2017)**

<b>Fiscal Year</b>	<b>Monthly Tons</b>
January	503
February	514
March	505
April	403
May	466
June	498
July	562
August	542
September	674
October	563
November	678
December	652
<b>Total</b>	<b>6,561</b>

**G.01.02 Yard Waste Services**

In addition to providing recycling services, the contractor provides weekly collection of yard waste. The contractor collects up to twelve (12) compostable paper bags or 50-gallon cans or up to two cubic yards of loose yard waste or an equivalent total per household. The current contractor accepts the following yard waste materials as part of the residential curbside program:

- Weeds
- Grass and hedge trimmings
- Leaves
- Brush and tree limbs

From Fiscal Year 2012/2013 to 2016/2017, the contractor collected on average approximately 7,500 tons of yard waste annually via the residential curbside program. Table 3 shows the annual

tonnage of yard waste collected via the residential curbside program from Fiscal Year 2012/2013 through Fiscal Year 2016/2017. Table 4 provides the monthly tonnage of yard waste collected via the residential curbside program in Fiscal Year 2016/2017.

**Table 3: Residential Yard Waste Tonnage (Fiscal Year 2012/2013 – Fiscal Year 2016/2017)**

<b>Fiscal Year</b>	<b>Annual Tons</b>
2012/2013	7,872
2013/2014	8,376
2014/2015	7,527
2015/2016	7,274
2016/2017	6,363
<b>Average</b>	<b>7,482</b>

**Table 4: Residential Yard Waste Monthly Tonnage (Fiscal Year 2016/2017)**

<b>Month</b>	<b>Monthly Tons</b>
January	576
February	568
March	536
April	456
May	497
June	558
July	470
August	393
September	553
October	578
November	635
December	543
<b>Total</b>	<b>6,363</b>

**The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.**

## **G.02 SCOPE OF SERVICES**

The purpose of this section is to familiarize Proposers with the requested scope of services. The City is requesting proposals to maintain the current services. In addition, the City is requesting proposals based on two (2) alternative service options as an opportunity to reduce the costs of service. The service options are summarized below.

- Current Service Option:**
- Once per week recycling services via carts
  - Once per week yard waste services up to twelve (12) compostable paper bags or cans or up to two cubic yards of loose yard waste or an equivalent total
  - Maintain recycling services on the same scheduled collection day such customer receives garbage service via City crews
  - Maintain the current yard waste scheduled collection days for each resident

- Alternative Service Option 1:**
- Once per week recycling services via carts
  - Once per week yard waste services up to fifteen (15) compostable paper bags, cans, or bundles
  - Loose yard waste services provided upon request for an additional fee
  - Maintain recycling services on the same scheduled collection day such customer receives garbage service via City crews

- Alternative Service Option 2:**
- Every other week recycling services via carts
  - Once per week yard waste services up to fifteen (15) compostable paper bags, cans, or bundles.
  - Loose yard waste services provided upon request for an additional fee.
  - Maintain recycling services on the same scheduled collection day such customer receives garbage service via City crews

Proposer must carefully review the scope of services. Services performed will be in accordance with the scope of services described herein.

### **G.02.01 Contract Term**

The City's preference is for the contract term to commence on September 1, 2018. The initial contract term will be through June 30, 2025 (e.g. approximately seven (7) years).

After the initial contract term, the City may renew the contract for two (2) additional renewal terms of one (1) year to three (3) years each. The successful Proposer may prohibit City from exercising an optional renewal term by providing written notice to the City Environmental/Public Works Director rejecting a renewal term. Notice must be provided to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial contract term or the optional renewal term of the contract. If the successful Proposer does not provide such written notice, the City may exercise such optional renewal term by providing notice to the successful Proposer no later than ninety (90) calendar days preceding the scheduled date of expiration of the initial contract term or the then current optional renewal term of the contract. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

**G.02.02 Exclusive Services**

The successful Proposer shall have the exclusive right to provide collection of program recyclable materials and collection of yard waste for residential customers. The successful Proposer, not the City, shall be solely responsible for defending the rights granted to the successful Proposer herein against third parties including other haulers.

**G.02.03 Collection Services**

The successful Proposer shall provide all residential customers collection of program recyclable materials once per week or every other week. The City will determine, prior to award of the contract, the collection frequency for collection of recyclable materials. In addition, the successful Proposer shall provide all residential customers collection of yard waste once per week.

**G.02.04 Program Recyclable Materials**

The City's preference is that program recyclable materials include the following materials that are currently accepted:

- **Paper:** mixed paper (newspaper, telephone books, magazines, catalogs, office paper, glossy forms & junk mail), cardboard and chipboard, corrugated cardboard
- **Plastics:** plastic containers #1 - #7
- **Metal:** aluminum, steel food and beverage cans, foil, pie tins
- **Glass:** brown, green, clear and blue glass bottles and jars

The City requests Proposers identify any materials listed above that are excluded from the proposal. In addition, the City requests Proposers identify any materials not listed above that the City may select to include in the recycling services at no additional cost.

For the alternative service options, the City requests that Proposers provide proposals including and excluding glass from the residential curbside program. If the City decides to exclude glass from the residential curbside program, residents may continue to recycle glass at the Roswell Recycling Center operated by the City.

**G.02.05 Set-out Limits**

The successful Proposer shall collect all materials set-out in recycling carts and broken-down cardboard set-out adjacent to or under recycling carts.

If the City selects the current service, the successful Proposer shall collect all materials set-out in up to twelve (12) compostable paper bags or cans or up to two cubic yards of loose yard waste or an equivalent total combination thereof per collection from each residential customer.<sup>3</sup> If the City selects an alternative service option, the successful Proposer shall collect all materials set-out in up to fifteen (15) compostable paper bags, cans, bundles or combination thereof per collection from each residential customer.<sup>4</sup>

Upon written request of City, the successful Proposer shall collect loose yard waste in excess of the set-out limits and charge the City a Loose Yard Waste Fee as set forth in Form D.1.

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<sup>3</sup> See City of Roswell Code of Ordinances Section 24.2.7 for current service set-out requirements for yard waste services. If City selects current services, City shall maintain the set-out requirements as set forth in Section 24.2.7.

<sup>4</sup> If City selects an alternative service option, compostable paper bags shall be limited 30 gallon capacity and 50 pounds in weight each, cans shall be limited to 50 gallon capacity and 50 pounds in weight each, and bundles shall be limited to four feet in length and six inches in diameter and 50 pounds in weight each.



### **G.02.06 Inspection of Set-outs**

The successful Proposer may inspect each set-out prior to collection for compliance with the contract. Prior to collection of the set-out, the successful Proposer may designate a set-out as being unacceptable for the following reasons:

1. Set-out exceeds the set-out limits established in the contract; or
2. Set-out of program recyclable materials contains more than twenty-five percent (25%) of non-recyclable materials by weight.

The successful Proposer may not designate a set-out as unacceptable for any reason other than those identified in the contract. If the successful Proposer designates a set-out as unacceptable set-out for any of the reasons set forth in the contract, the successful Proposer shall:

1. Collect the portion of the set-out that is properly set-out; and
2. Immediately provide an unacceptable set-out notice to the customer stating the reason the set-out or portion of the set-out was designated as an unacceptable set-out.

For all unacceptable set-outs, the successful Proposer shall provide a written report of the unacceptable set-outs including the address, reason set-out was an unacceptable set-out, and other information as requested by the City to the City by 9:00 AM, Eastern Time, the next business day.

### **G.02.07 Collection Location**

Unless a residential customer is granted a curbside exemption by the City, the successful Proposer shall collect program recyclable materials at curbside. For residential customers granted a curbside exemption by the City, the successful Proposer shall provide collection at a location (i.e. garage door) designated by the City Environmental/Public Works Director at no additional charge.<sup>5</sup> The successful Proposer shall collect yard waste for all residential customers at curbside.

### **G.02.08 Management of Materials Collected**

The successful Proposer shall be responsible for processing of program recyclable materials collected within the City. The successful Proposer shall process a minimum of ninety-five percent (95%) by weight of program recyclable materials into recovered material. Disposal of program recyclable materials will be considered a breach of the contract and will be subject to administrative fees and potential termination of the contract.

The successful Proposer shall be responsible for management, either processing or disposal, of yard waste collected within the City in accordance with the Proposer's proposal. Management of program recyclable materials not in accordance with the Proposer's proposal will be considered a breach of the contract and will be subject to administrative fees and potential termination of the contract.

The successful Proposer is responsible for management, including processing and disposal in compliance with the contract, of materials collected.

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<sup>5</sup> Per Section G.02.11, the successful Proposer shall maintain a small collection vehicle capable to travel on private property without causing damage to such property for collection of program recyclable materials from residential customers granted a curbside exemption by the City.

### **G.02.09 Scheduled Collection Days**

The City provides each residential customer garbage services on a scheduled collection day from Tuesday through Friday. A map of the current garbage services scheduled collection days is provided in Exhibit G Appendix 1. The successful Proposer shall provide each residential customer recycling services on the same scheduled collection day such customer receives garbage service via City crews.

The current contractor provides each residential customer yard waste services on a scheduled collection day from Monday through Friday. A map of the current yard waste services scheduled collection days is provided in Appendix 1. If the City selects the current service, the successful Proposer shall maintain the current scheduled collection days for each resident.

The successful Proposer shall provide collection between 7:00 AM, Eastern Time and 7:00 PM, Eastern Time. The successful Proposer shall not change scheduled collection days for any residential customer without written authorization by the City Environmental/Public Works Director.

The successful Proposer shall provide the City Environmental/Public Works Director routes maps which detail each route and show the starting point, general direction of travel, and the ending point. Contractor shall not amend, change, or alter any route without prior written authorization of the City Environmental/Public Works Director.

### **G.02.10 Holidays**

The successful Proposer shall observe only those holidays observed by the City residential curbside garbage services. The holidays observed by the City residential curbside garbage services are subject to change. If the holiday falls on a scheduled collection day, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday unless the City Environmental/Public Works Director and successful Proposer agree otherwise.

### **G.02.11 Vehicle Maintenance and Specifications**

The age of frontline collection vehicles shall not exceed ten (10) years. All vehicles shall be kept in good working order, free of leaks, and clean and sanitary condition. Collection vehicles shall be painted in the successful Proposer's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful Proposer.

Collection vehicles shall be sufficient to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. All collection vehicles shall be equipped with two-way communication devices so that the successful Proposer's staff and driver may communicate during the route collection. In addition, all collection vehicles shall be equipped with back-up cameras, spill kits, and GPS tracking capability.

The successful Proposer shall maintain a small collection vehicle capable to travel on private property without causing damage to such property for collection of program recyclable materials from residential customers granted a curbside exemption by the City. In addition, the successful Proposer shall maintain a grapple collection vehicle for collection of loose yard waste.

### **G.02.12 Recycling Carts**

The successful Proposer shall purchase new recycling carts that meet the requirements set forth in the Appendix 2. The successful Proposer shall provide each customer a 90-96 gallon recycling cart with an option for 60-66 gallon recycling cart. The successful Proposer will be responsible for all requirements related to recycling carts distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to the recycling carts. The City shall assume ownership of recycling carts in the possession of residential units at the expiration of the contract. If the contract is terminated prior to the expiration of the initial term, the City will pay the successful Proposer the depreciated value of the recycling carts and assume ownership of recycling carts in the possession of residential units at the time of termination of the contract. The depreciated value shall be the monthly fee for the recycling cart purchase as proposed in Form D.5 multiplied by the number of customers at time of termination multiplied by the number of months from time of termination to the end of the initial term.

Upon notice from the City, the successful Proposer shall deliver new recycling carts to new customers. The successful Proposer will be responsible for responding to requests from and delivering recycling carts to customers who need a recycling cart replacement for whatever reason. Recycling carts shall be delivered no later than four (4) business days after notice. Used recycling carts must be cleaned prior to reentry into the system and delivery to customers. Damaged recycling carts shall be removed at the same time a replacement recycling cart is delivered.

Recycling carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the recycling cart causing the recycling cart to melt, and procedures to follow to minimize potential fire problems.

### **G.02.13 Spills, Leaks, and Litter**

The successful Proposer shall exercise care to prevent spilling, leaks and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful Proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractors while performing services under the contract. Proposer shall equip each vehicle with the proper tools to adequately clean up any spillage.

### **G.02.14 Personnel Requirements**

The successful Proposer shall possess appropriate licenses, certifications, or registrations as required by state agencies. The successful Proposer shall ensure any and all drivers meet the City's standards as set forth in Section 19.8 Driver Responsibilities in the City's Human Resources Policy and Procedures Manual that may be amended by City during term of the contract.

In the event of unacceptable performance or behavior by any personnel of the successful Proposer, the City reserves the right to have the offending member removed from the contract and replaced by a person of comparable or superior expertise and experience who will refrain from the unacceptable performance or behavior exhibited by the removed member.

The successful Proposer's Project Manager will have meetings with the City as needed. The successful Proposer acknowledges that there shall be no change in the successful Proposer's Project Manager without approval of the City Environmental/Public Works Director.

The successful Proposer shall not subcontract with any third party for the performance of any portion of the services without prior written consent of the City Environmental/Public Works Director.

#### **G.02.15 Contractor's Office**

The successful Proposer shall maintain an office through which they can be contacted. The City shall provide a customer service requests telephone number that will be automatically forwarded to the successful Proposer. The successful Proposer's office shall be equipped with sufficient telephones having local phone numbers for receipt of City forwarded customer service requests telephone calls. The successful Proposer shall have a responsible person in charge and adequate, competent persons available to answer the telephones from 7:00 AM, Eastern Time to 7:00 PM, Eastern Time on scheduled collection days. When collection is postponed one day for the holiday schedule the successful Proposer's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

#### **G.02.16 Customer Service Requests and Resolution**

The successful Proposer shall be responsible for customer service requests, including but not limited to complaints and resolution. The successful Proposer shall give each customer service request prompt and courteous attention.

The successful Proposer shall notify the City by 4:00 PM, Eastern Time when a route may not be completed before 7:00 PM, Eastern Time. The successful Proposer shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled.

When notification of a missed collection is received by the successful Proposer before 3:00 PM, Eastern Time and such allegations cannot be disproved by time stamped photograph or GPS documenting the successful Proposer attempted to provide services to such customer, the successful Proposer shall arrange for collection within four (4) hours of receipt of such customer service request. When notification of a missed collection is received by the successful Proposer after 3:00 PM, Eastern Time and such allegations cannot be disproved, the successful Proposer shall provide collection by 11:00 AM, Eastern Time on the calendar day following receipt of such customer service request.

For customer service requests excluding missed collections, the successful Proposer shall respond to the residential customer to within 24 hours of receipt of such customer service request and the customer service request shall be promptly resolved. If the successful Proposer is unable to resolve a customer service request within 48 hours, the successful Proposer will notify City and provide documentation to the City's satisfaction explaining the reasons the customer service request cannot be satisfied within 48 hours.

For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, the successful Proposer, and/or the customer as to the validity of the customer's complaint. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision.

The successful Proposer shall provide a single source contact for the City for complaints or other City needs and such person shall communicate back with City within two (2) hours of initial outreach. The successful Proposer shall provide the City Environmental/Public Works Director written advance notice of an alternate contact if the single source contact is on vacation or otherwise unavailable.

#### **G.02.17 Reporting**

Reports shall be in a format approved by the City.

In addition, the successful Proposer shall provide the following weekly and monthly reports to the City. Complete and accurate weekly reports must be submitted to the City by 10:00 AM, Eastern Time each Monday. Weekly reports must contain the following information:

1. **Weekly Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. **Unacceptable Set-out Log**- Spreadsheet of unacceptable set-outs by address and description of reason.

Complete and accurate monthly reports must be submitted to the City on or before the tenth (10<sup>th</sup>) of each month. Monthly reports must contain the following information:

1. **Amount of Program Recyclable Materials and Yard Waste Collected** – Spreadsheet listing amounts (in tons/pounds) of program recyclable materials collected and yard waste by route. The spreadsheet must also include year-to-date totals.
2. **Billing and Revenue Documentation** – documentation justifying the successful Proposer's billings for services within the City.

#### **G.02.18 Billing**

The City will be responsible for billing customers. The successful Proposer shall not bill customers for any fees.

The City shall provide the successful Proposer a customer list semi-annually, in approximately February and August, identifying each residential customer by address and level of service. Within thirty (30) calendar days of receipt of the customer list, the successful Proposer shall provide the City a list of any requested changes to the customer list subject to approval by the City Environmental/Public Works Director.

The successful Proposer shall bill the City in accordance with contract and then-current customer list and rate schedule. The successful Proposer agrees the fee for the recycling cart purchase in Form D.5 shall be charged for the contract term only. For any renewal term, City shall reimburse the successful Proposer for the purchase price paid by the successful Proposer to cart manufacturer for any new recycling carts provided to a residential customer.

Within thirty (30) calendar days of the end of each month, the City shall remit to the successful Proposer payment, less any disputed amounts, administrative charges, and payments withheld in accordance with the contract, for services rendered by the successful Proposer and billed by the City for the prior month. The successful Proposer shall not receive any other payments for services.

**G.02.19 Administrative Charges**

The successful Proposer understands that if it does not perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful Proposer agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful Proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and City may require payment by the successful Proposer of the charges set forth for each act:

1. Failure to complete all collections between 7:00 AM and 7:00 PM: \$100 per hour per route.
2. Missed collection: \$50 per missed collection.
3. Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
4. Failure to correct a missed collection as specified in this contract: \$25 per incident per day.
5. Failure to respond to any customer request, excluding a missed collection, in accordance with this contract: \$50 per incident per calendar day.
6. Failure to submit an accurate accounting (i.e. invoice and reports): Non-payment until an accurate monthly accounting is submitted.
7. Failure to clean up spill as specified in this contract: \$200 per incident per day.
8. Commingling of materials in violation of this contract: \$1,000 each incident.
9. Disposal of program recyclable materials: \$2,000 each incident.

City may impose administrative charges when the City determines that performance consistent with the provisions of the contract has not occurred. The City shall notify the successful Proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by City or its designee. It shall be the duty of the successful Proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the successful Proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of the contract.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

**G.02.20 Modification to Rates**

The monthly fee for the recycling cart purchase as proposed in Form D.5 shall not be adjusted. Excluding the monthly fee for the recycling cart purchase as proposed in Form D.5, the successful Proposer's fees shall be adjusted in accordance with this section. The successful Proposer shall submit a written request for modification to such fees on or before March 1, 2018 and every March 1st thereafter. If the successful Proposer fails to submit a written request for modification to such fees on or before March 1st, the successful Proposer waives the right for a modification to the fees.

Excluding the monthly fee for the recycling cart purchase as proposed in Form D.5, the successful Proposer's fees shall remain fixed from the execution of the contract through July 1, 2019. The adjustment, increase or decrease, shall be a composite of two indices, including the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth herein. The successful Proposer agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed four percent (4%) for any single year.

1. **CPI Adjustment.** Fees authorized to be adjusted per this section will not be adjusted for changes in the CPI (as hereinafter defined), until July 1, 2019. Commencing on July 1, 2019 and continuing annually on each July 1st, such fees shall be adjusted by eighty percent (80.0%) of the Consumer Price Index, Atlanta Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") increase or decrease from the most recent February to the preceding February. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
2. **Fuel Adjustment.** Fees authorized to be adjusted per this section will not be adjusted for changes in fuel price (as hereinafter defined), until July 1, 2019. Commencing on July 1, 2019, and continuing annually on each July 1st, such fees shall be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the East Coast increase or decrease during the preceding twelve months. The Fuel Adjustment shall be based on the change in the index from the most recent price as of February 1st and the price as of the previous February 1st.

#### **G.02.21 Public Education and Outreach**

Public education and outreach will be a partnership between the City and the successful Proposer. The City shall develop and print and the successful Proposer shall distribute non-acceptable set-out notices. In addition, the City shall develop and print and the successful Proposer will distribute public education and outreach with each recycling cart. All other public education and outreach will be developed by the City with the assistance, upon request of the City, of the successful Proposer. All public education and outreach must be approved by the City.

#### **G.02.22 Increased Yard Waste Due to Events**

The City and the successful Proposer will negotiate the services including compensation related to yard waste resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress and increased yard waste services tonnage by 20% or more from the average per residential customer of historical yard waste services tonnage for the same quarter for the prior three years. Collection of all other yard waste shall be provided by the successful Proposer at no additional charge.

#### **G.02.23 Commingling of Materials Prohibited**

Except, when approved in writing by the City, the successful Proposer shall not commingle recyclable materials collected as part of recycling services with other material or yard waste collected as part of yard waste services with other material. Commingling of materials in violation of the contract is a breach of the contract and may result, at the City's discretion, in administrative charges and/or termination of the contract.

#### **G.02.24 Performance Bond and Insurance**

The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Solicitation.

**Appendix 1**



# Yard Waste Pick-Up Schedule



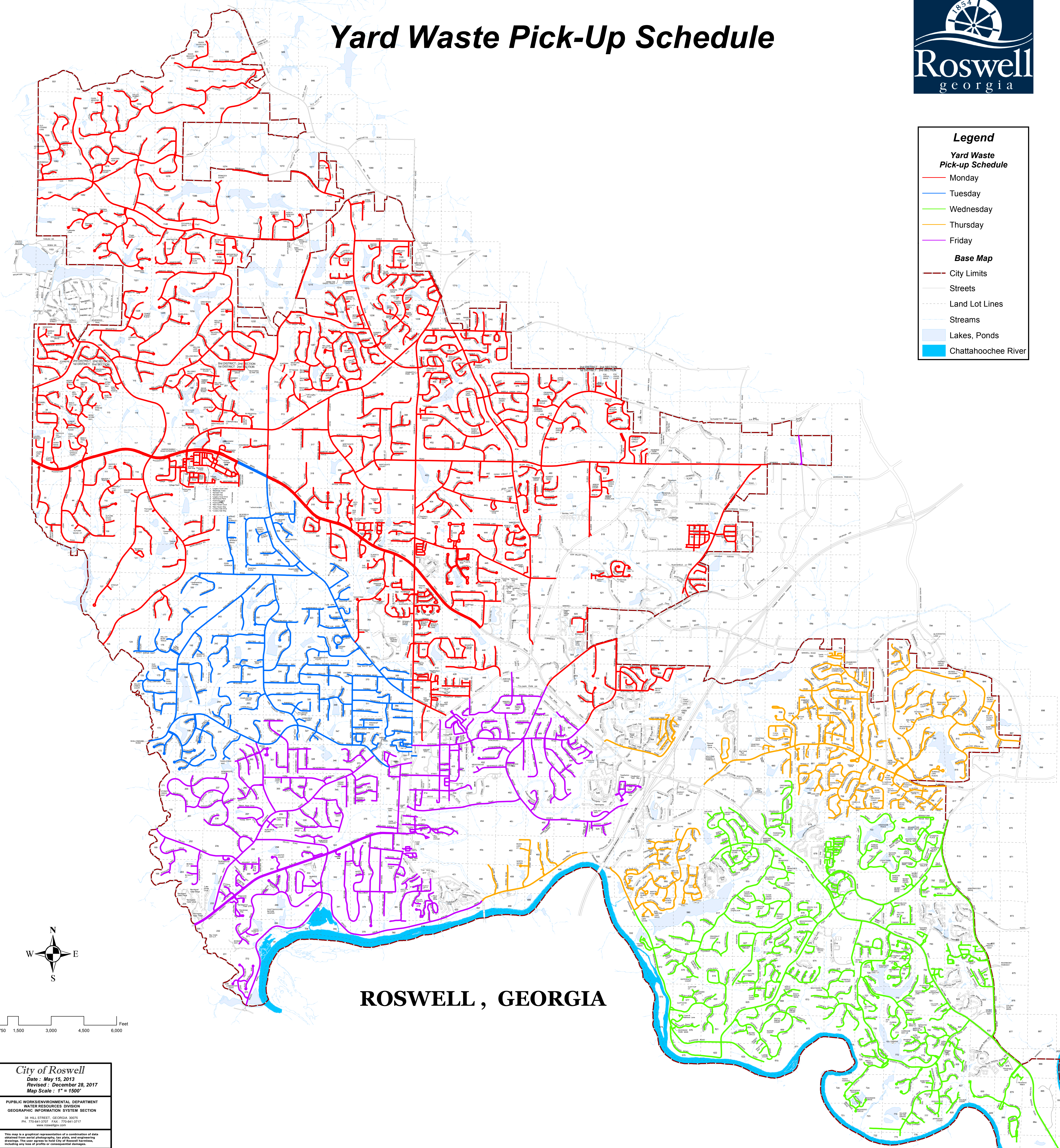
**Legend**

**Yard Waste Pick-up Schedule**

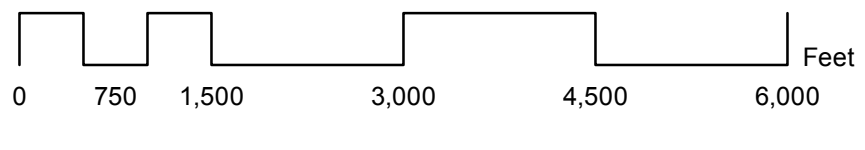
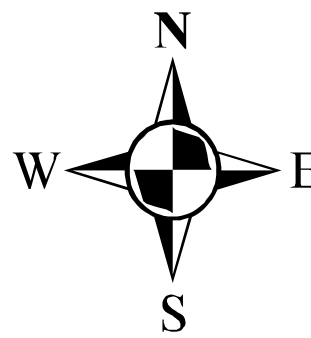
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

**Base Map**

- City Limits
- Streets
- Land Lot Lines
- Streams
- Lakes, Ponds
- Chattahoochee River



**ROSWELL, GEORGIA**



**City of Roswell**  
Date : May 15, 2013  
Revised : December 28, 2017  
Map Scale : 1" = 1500'

PUBLIC WORKS/ENVIRONMENTAL DEPARTMENT  
WATER RESOURCES DIVISION  
GEOGRAPHIC INFORMATION SYSTEM SECTION  
30 HILL STREET, GEORCROS 30075  
PH: 770-641-3707 FAX: 770-641-3717  
www.roswellga.gov

This map is a graphical representation of a combination of data obtained from aerial photography, tax plots, and engineering drawings. The user agrees to hold City of Roswell harmless, including any loss of profits or consequential damages.

# Sanitation Garbage & Recycling Pick-Up Schedule Roswell, GA



**Legend**

**Garbage & Recycling Pick-up Schedule**

**Day - Residential Accounts**

- Not Serviced
- Tuesday
- Wednesday
- Thursday
- Friday

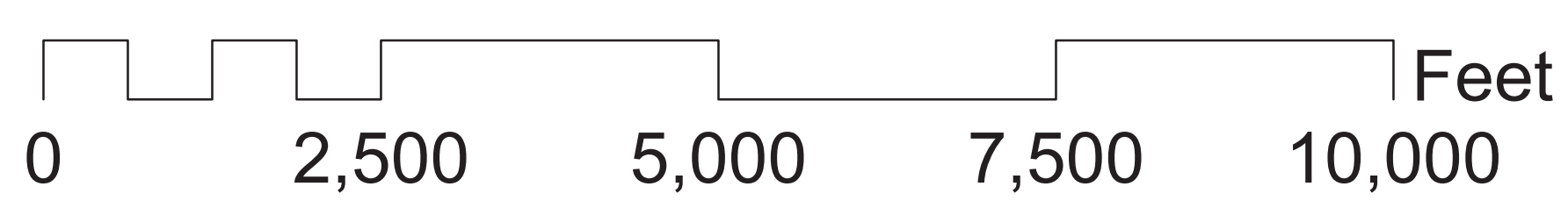
**Base Map**

- Roswell City Limit
- Parcel
- Streets
- Streams
- Lakes, Ponds

Roswell, GA



1 in = 1,250 feet



**Appendix 2**

**APPENDIX 2:**  
**RECYCLING CART REQUIREMENTS**

Recycling carts shall meet the following minimum requirements:

1. Approximate capacity of 65 or 95 gallons;
2. Uniform color blue (as approved by City Environmental/Public Works Director)
3. Without contractor logo or other information
4. Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
5. Metal lift bar (replaceable if damaged)
6. Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
7. Heavy duty top lip
8. One piece molded handle
9. Molded-in foot tilter
10. Markings (as approved by City Environmental/Public Works Director)
  - a. City Logo and city provided phone number hot stamped in white letters, that are to be water resistant, approximately 1" in height each side of recycling cart.
  - b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that are to be water resistant, and approximately 1" in height on the same side as (a) above.
  - c. Full-color in-mold label on recycling cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches.