

## **Request for PROPOSAL**

### ***RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES***

You are invited to submit a proposal to the City of Cumming, Georgia for Residential Curbside Solid Waste Collection Services.

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

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from the City of Cumming, City Administrator.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

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

#### **Residential Curbside Solid Waste Collection Services**

And delivered to:

City of Cumming – City Administrator  
100 Main Street  
Cumming, Georgia 30040

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

# REQUEST FOR PROPOSAL RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES

## SECTION I. REQUEST FOR PROPOSAL OVERVIEW

### 1.0 Purpose

The City of Cumming is issuing this Request for proposal (RFP) for Residential Curbside Solid Waste Collection Services.

### 1.1 Information and Time Table

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

Request for Proposal Available	January 31, 2019
Deadline for questions	February 10, 2019 by 5:00 PM
Submittal deadline	February 28, 2019, by 2:00 PM local time prevailing

### 1.2 Request for Proposal Submission

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

City of Cumming – City Administrator  
100 Main Street  
Cumming, Georgia 30040

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

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

### **1.3 Contact Person and Inquires:**

Vendors are encouraged to contact Phil Higgins, City Administrator, by e-mail to phil.higgins@cityofcumming.net or phone to (770) 781-2010 to clarify any part of the Request for Proposal requirements. All questions that arise must be submitted prior to five (five) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via e-mail. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

### **1.4 Additional Information / Addenda**

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

Addenda will be published on the City of Cumming's website at [www.cityofcumming.net](http://www.cityofcumming.net). Vendors are encouraged to check this site regularly for immediate access to issued addenda. Request for Proposal information can also be requested as stated above (1.3).

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

### **1.5 Late Submittal, Modifications, and Withdrawals**

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

### **1.6 Rejection of Proposals**

The City of Cumming may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

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

### **1.7 Minimum Acceptance Period**

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

### **1.8 Non-Collusion Affidavit**

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

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

### **1.9 Costs Incurred by Vendors**

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

### **1.10 Request for Proposal Opening**

Request for Proposal submittal package(s) will be opened and reviewed by the City Administrator. A list of names of firms responding to the Request for Proposal will be available upon request.

### **1.11 Taxes**

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

### **1.12 Vendor Information**

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the City Clerk with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to

provide this information will result in the disqualification of the vendor from submitting a proposal.

### **1.13 Insurance**

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

### **1.14 Termination**

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

### **1.15 Illegal Immigration Reform and Enforcement Act of 2011**

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

1.15.1 The form must be signed by an authorized officer of the vendor or their authorized agent.

1.15.2 The form must be notarized.

1.15.3 The vendor will be required to have all sub-vendors and sub-sub-vendors who are engaged to complete physical performance of services under the final contract executed between the City of Cumming and the vendor complete the appropriate sub-vendor and sub-sub-vendor affidavits and return them to the City of Cumming a minimum of five (5) days prior to any work being accomplished by said sub-vendor or sub-sub-vendor. Format for this affidavit can be provided to the vendor if necessary.

### **1.16 Submission Requirements**

To facilitate evaluation of proposals please submit the following:

1.16.1 One (1) fully executable (signatures included) electronic copy of the response in PDF format.

1.16.2 One (1) paper version of the Request for Proposal. The original shall be clearly marked "original".

1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this Request for Proposal.

## **1.18 Acceptance**

Submission of any proposal indicates acceptance of the conditions contained in the Request for Proposal unless clearly and specifically noted otherwise in the proposal.

## **1.19 Municipal Government**

The City of Cumming operates with a Mayor and five (5) member City Council. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings or Work Sessions to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

## **SECTION 2. SUBMISSION REQUIREMENTS**

**Purpose:** The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City of Cumming with the services contained within.

### **2.0 How to Prepare Proposals:**

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

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

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

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

2.1.4 Delivered in sufficient time to ensure receipt by the City of Cumming on or before the date and time specified. Request for Proposal's not received by the time and date specified will not be opened or considered.

2.1.5 The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:

1. **Proposal Forms:** This section should include the Proposal Pricing Form, Non-Collusion Affidavit, and the Employment Eligibility Form.
2. **Company Information:** This section should contain the name, address, history, and current description of Proposer.
3. **Financial Information:** This section should contain a copy of the Proposers' Business License, Tax Identification Form W-9, Proof of Insurance, and evidence of bond-ability.
4. **Experience and References:** This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references for City contracts. Each reference must include the number of homes served and a summary of the type and frequency of service.
5. **Service Proposal:** This section should describe the Proposers' approach to each of the required services including the, type of equipment to be used, routing strategy, intended disposal site(s), customer service plan, implementation plan, and any operational standards related to hiring, training, and safety. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.
6. **Promotion and Education:** This section should include a description of the Proposers' commitment to promoting, educating, and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities and counties should be included.
7. **Alternate Proposals and Exceptions:** This section should contain a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the City of Cumming's solid waste program. Pricing for alternative proposals must also be included in this section.
8. **Miscellaneous:** This section should contain any additional information that the Proposer would like to present.

## 2.2 Forms Requiring Signature

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

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

**2.2.2 Non-Collusion Affidavit:** By signing and submitting this affidavit, Proposer declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

### 2.2.3 Immigration Compliance Requirements:

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

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



to be accompanied by a certification from the vendor that they comply with the Georgia Security and Immigration Act of 2006. Proposers' must execute and submit a Vendor Affidavit. If Sub-Vendors are engaged, they are required to execute the Sub-Vendor Affidavit. These affidavits are attached.

### **2.3 Bonding Requirements**

Upon execution of the agreement the Proposer shall have 14 days to provide to the City of Cumming a Performance Bond in an amount of \$100,000. The Performance Bond shall be renewed annually.

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

### **2.5 General Insurance and Workers' Compensation**

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

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

2.5.1.1 Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

2.5.1.2 Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

2.5.1.3 Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

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

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

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

**2.5.4.1 General Liability and Automobile Liability Coverage Requirements:**

2.5.4.1.1 The City of Cumming is to be covered as and named as additional insured as respects: liability arising out of activities performed by or on behalf of the **vendor**; Materials used in providing the services the subject of the Agreement; products and completed operations of the vendor; premises owned, leased, or used by the vendor; and automobiles owned, leased, hired, or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Cumming.

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

2.5.4.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Cumming.

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

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

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

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

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

#### 2.5.4.3 All Coverages.

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

City of Cumming- City Administrator  
100 Main Street  
Cumming, GA 30040

Policies shall have concurrent starting and ending dates.

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

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

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

### SECTION 3 - GENERAL CONDITIONS

3.1 The successful Proposer will conform to all Federal, State, and Local laws and ordinances regarding solid waste and recyclables collections services.

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

**3.3 Independent Vendor:** The vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent vendor and not as the agent or employee of the City of Cumming. The vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the work; hiring of consultants, agents or employees to complete the work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The vendor agrees to be solely responsible for its own acts and those of its subordinates, employees, and sub-vendors during the life of this Agreement.

**3.4 Contract Term:** The initial contracted term of service will begin on April 1, 2019 for a period of one (1) year ending on March 31, 2020.

3.4.1 The term of service shall be one (1) year with a potential additional term being added by the City at the conclusion of the original contract term. Should either the City or vendor elect not to renew and extend the contract for an additional period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contract.

**3.6 Performance Bonds:** A Performance Bond with a corporate surety, or cash, shall be provided to the City in the amount of \$100,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

**3.7 Prosecution of Work:** The vendor will begin work upon receipt and acknowledgement of the "Notice to Proceed" as disseminated by the City of Cumming, within twenty (20) working days of said notice. The vendor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

**3.8 Coordination of Work:** Within twenty (20) working days following the "Notice to Proceed", the vendor will provide a projected collections schedule.

**3.9 Definitions:**

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

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

The vendor, at no additional cost, shall make available backyard service to customers that are in locations where curb collection are not practical, handicapped, or infirm.

3.9.3 **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

### **3.10 Rate Adjustments:**

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

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

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

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

**3.13 Holiday Schedule:** No collections shall be required on Christmas Day and The Fourth of July. The vendor shall provide notice to each customer and the City of Cumming on the date of service for the Holiday Schedule.

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

**3.15 Complaint Resolution:** Should the vendor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then the vendor shall take sole responsibility to ensure that corrective action takes place as immediately. In the event that the customer notifies the City of Cumming the Vendor will have 24 hours from notification to resolve the complaint. If the Vendor fails to satisfy the complaint within 24 hours of notification from the City, the Vendor will be assessed a \$50.00 fee from the City to be deducted from the next month's invoice. Additionally, the vendor and the City shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of the same. Such records are to be transmitted to the City on a weekly basis.

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

**3.17 Emergency Failure to Perform:** In the event of an emergency or failure by the vendor to be able to adequately perform residential waste collection services, the

vendor shall immediately contact the Department of Utilities and the City Administrator's office of the City of Cumming. If a live voice-to-voice conversation is not possible, the vendor shall contact the Police Department or the police provider for the Cumming. The vendor shall follow the instructions of the City of Cumming to insure the public health, safety, and welfare of the City of Cumming.

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

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

## **SECTION 4. SCOPE OF SERVICES**

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

**4.1 Residential/Commercial Curbside Garbage Collection:** The vendor will be required to provide a cart of not less than ninety (90) gallons for each occupied home to be serviced on a weekly basis.

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

**4.2.1 Cart Placement:** Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic. In some areas curbside service is not possible. Those Customers must place their containers in a mutually agreed upon location with the vendor.

**4.2.2 Cart Overflow:** The vendor is required to remove additional bags or boxes adjacent to the cart or bin. Maximum number of bags or boxes shall be set by the vendor as part of the approved pricing.



**4.3 Curbside Recycling:** The vendor shall provide a curbside recycling program for customers that wish to participate in recycling. Allowable commodities to be picked up in containers provided to the customers through the vendor. The company shall provide curbside collection of recyclable materials from each customer once per week in conjunction with the collection of solid waste. This includes, at a minimum, newsprint, aluminum, plastic, tin, and cardboard.

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

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

**4.6 Customer Service Standards:** All complaints received by the vendor before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The vendor shall maintain a daily log of all complaints received and time that complaint was resolved. The vendor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month. Any complaints reported to the vendor by the City of Cumming are to be resolved within 24 hours. Any complaints not resolved by the vendor will result in a fee of \$50.00 that will be deducted from the following month's invoice.

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

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

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

4.7.3 The vendor should implement procedures approved by the City of Cumming whereby complaints can be received via fax, e-mail and website.

**4.8 Routing and Software Requirements:** The vendor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City of Cumming's carbon footprint. Prior to service implementation, the vendor must submit service route maps that are color-coded by zone for final route approval. Route maps shall

be delivered in an electronic format that enables the City of Cumming to display on its website.

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

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

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

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

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

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

**4.13 Cleanliness:** In the collection of solid waste, the vendor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The vendor will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City of

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

- 4.14 City Owned Facilities:** The vendor will be required to provide solid waste collection services to all City of Cumming owned facilities and designated special events at no additional cost to the City. Said trash containers will be emptied once per week, or as requested by the City of Cumming. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price. Additional locations may be added as needed by the City.
- 4.15 Communications and Reporting:** Vendor shall provide an internet/e-mail based system for the communication of all service requests from the City of Cumming's customer service representatives to the vendor. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request.
- 4.16 Publicity:** The Solid Waste Collection Vendor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Vendor's office where questions or complaints can be handled. Such publicity shall be approved by the City Administrator of the City prior to distribution publication.
- 4.17 Billing & Payments:** The City will be responsible for billing each resident. The Vendor will invoice the City on a monthly basis.
- 4.18 Dispute Resolution:** Any dispute between Owner and Vendor, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the City of Cumming.

## **SECTION 5 – SUBMISSION FORMS**

**5.1** The following forms must be included with each proposers' submission.

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

**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

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

- \_\_\_ Proposal was signed by an authorized representative of the firm.
  
- \_\_\_ Potential Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
  
- \_\_\_ Labor costs associated with this project have been determined & detailed in the proposal, including all direct and indirect costs.
  
- \_\_\_ Potential Vendor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

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

\_\_\_\_\_  
Business Contact Representative

\_\_\_\_\_  
Operational Contact Representative

\_\_\_\_\_  
Vendor's Name Federal ID #

\_\_\_\_\_  
Address

---

Phone

Fax

---

Email

---

Authorized Signature

Date

---

Typed Name & Title



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_  
Contract No. and Name: \_\_\_\_\_ Contract  
Date: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Cumming has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

\_\_\_\_\_  
EEV / E-Verify User Identification Number      Date of Authorization

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public      [NOTARY SEAL]

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



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

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

**90 Gallon (at a minimum) Cart**

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ \_\_\_\_\_

Rate per month, per additional unit

\$ \_\_\_\_\_

**65 Gallon Cart**

Once per week, per unit, per month for residential **recycling** collection

\$ \_\_\_\_\_