



**RESIDENTIAL CURBSIDE SOLID WASTE, YARD WASTE
AND
RECYCLABLE COLLECTION SERVICES**

ADDENDUM

Addendum Number: 1

Date of Addendum Issuance: 10/18/2023

Addendum Subject: Invitation To-Bid

Refer to the following Addendum #1.

The ITB document has been revised as reflected in the following. The ITB is a total of 28 pages

ADDENDUM #1



INVITATION TO-BID

RESIDENTIAL CURBSIDE SOLID WASTE, YARD WASTE AND RECYCLABLE COLLECTION SERVICES

The City of Clarkston is seeking bids from qualified “Sanitation Services Providers” to submit a lump sum bid for various service options as outlined in this Invitation To-Bid (ITB) for Residential Curbside Solid Waste, Yard Waste and Recyclable Collection Services for the City of Clarkston, Georgia.

Sealed Bids, plainly marked “**INVITATION TO-BID – RESIDENTIAL CURBSIDE SOLID WASTE, YARD WASTE AND RECYCLABLE COLLECTION SERVICES**” on the outside of the envelope, shall be addressed to the Finance Department, City of Clarkston Annex, 1055 Rowland Street, Clarkston, Georgia 30021. Bids will be accepted until 4:00 PM on October 24th, 2023. Bid received after that date will not be accepted and will not be returned to the proposer. The Bids shall include a Lump Sum Cost for each Service Option, including the technical requirements set forth herein. The low bidder deemed most qualified to provide services as described in this ITB may be asked to attend an interview with a city staff before a final decision occurs.

A public bid opening will not be held for this project.

There will be a **non-mandatory** pre-bid meeting on October 5th, 2023 at 9:00 AM at City Hall Municipal Courtroom; 3921 Church Street, Clarkston, Georgia 30021. All proposers will have an opportunity to ask questions at this meeting. Attendance is strongly encouraged.

The Invitation To-Bid is available on the City web site; www.cityofclarkston.com. Addenda to this ITB, if any, including any responses to questions, will be posted on the City web site. Questions regarding this ITB shall be addressed **via email only** to the City Public Works Director; Rodney Beck at rbeck@cityofclarkston.com. No contact shall occur with staff, administration or elected officials with the City of Clarkston regarding this project. Any form of contact may result in disqualification from submittal of this bid. The deadline to submit questions from bidders shall be no later than 5:00 PM; October 16, 2023. The City will respond to questions and/or issue an addendum as appropriate by no later than 5:00 PM; October 18, 2023.

A five percent (5%) bid bond is required with the bid submittal.

The City of Clarkston reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it deems to be in the best interest of the City.

Disadvantaged Business Enterprise (DBE) and Woman Business Enterprise (WBE) firms are encouraged to apply. The selected firm will be required to comply with all Equal Employment Opportunity (EEO) laws and regulations, including nondiscrimination under Title VI of the Civil Rights Act. The City of Clarkston does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 404-296-6489.

The City of Clarkston is an Equal Opportunity Employer

City of Clarkston
INVITATION TO-BID
FOR
Residential Curbside Solid/Yard Waste & Recyclable Collection Services

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

October 24, 2023 by 4:00 PM EST local time prevailing

City of Clarkston

ATTN: Dan Defnall, Finance Director
1055 Rowland Street
Clarkston, GA 30021

ITB # 23-001

CITY OF CLARKSTON, GEORGIA

INVITATION TO-BID

Curbside Solid/Yard Waste & Recyclable Collection Services

SECTION I - REQUEST FOR BID OVERVIEW

1.0 PURPOSE

The City of Clarkston has issued this Invitation To-Bid (hereinafter, "ITB") for the sole purpose and intent of obtaining Bids from interested and qualified Offerors to provide residential solid waste collection and disposal Services. The contract agreement will be for two (2) years, with the potential of renewing each year up to a maximum of five (5) years. The cost and services shall remain the same for the two year contract period; other than as identified in Section 2.12 – Rate Adjustments. Provided the city and Service Provider are agreeable to the negotiated costs and services, annual contracts for years 3, 4 and 5 can be executed.

1.1 INFORMATION TO BIDDERS

ITB TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Available September 20, 2023
Non-Mandatory Pre-Bid Conference 9:00 AM; October 5, 2023
Deadline for Written Questions 5:00 PM; October 16, 2023
City to post on City Web Site
"Response to Questions" and/or Addendum 5:00 PM; October 18, 2023
Deadline for Bid Submittal 4:00 PM; October 24, 2023
Anticipated City Council Vote December 5, 2023
Notice-to-Proceed Issued (On or About)..... January 2024

1.2 ITB SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Bids must be submitted in a sealed envelope stating on the outside, the bidder's name, address, the ITB #23-001 and title to:

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Attention: Dan Defnall, Finance Director

Hand delivered copies ONLY to be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Clarkston. No fax or electronic submittals are permitted.

Bidders 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 Service Provider.

1.3 CONTACT PERSON & INQUIRES:

Bidders are encouraged to contact Rodney Beck; rbeck@cityofclarkston.com, for questions pertaining to submittal or Project Scope requirements. All contact for questions shall be in the form of an email. Deadline for submission of questions shall adhere to the schedule provided in the ITB. It is incumbent upon those submitting questions to follow-up with Mr. Beck through a text at 404-886-0068 to ensure that questions were received. No response to questions will occur through text messaging.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Clarkston will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Addenda will be published on the City website under the Business then ITB/RFQ/Bids tab. Bidders are encouraged to check this site regularly for immediate access to issued addenda or city "Response to Questions".

Bidders must acknowledge any issued Addenda and "Response to Questions" by including the Addenda Acknowledgement Form with the submittal. Bids which fail to acknowledge receipt of any Addendum and/or "Response to Questions" may result in the rejection of the offer if the addendum or "Response to Questions" contains information which substantively changes the Owner's requirements or cost to the city.

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Clarkston assumes no responsibility for the pre-mature opening of a Bid not properly addressed and identified, and/or delivered to the proper designation address.

1.6 REJECTION OF BIDS

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

1.7 MIMINUM ITB ACCEPTANCE PERIOD AND CONTRACT AWARD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals. A 5% bid bond is required with submittal of the bid. This bid bond cannot be withdrawn until after bids are opened and accepted by the city. The City, at its discretion, may choose to make a claim against the bonding company if the city selected Service Provider chooses to withdraw its bid submittal.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this ITB, the Service Provider represents and warrants that such Bid 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 Service Provider has not directly or indirectly induced or solicited any other Service Provider to put in a sham Bid, or any other person, firm or corporation to refrain from submitting and that the Service Provider has not in any manner sought by collusion to secure to that Service Provider any advantage over any other Service Provider. By submitting a Bid, the Service Provider represents and warrants that no official or employee of the City of Clarkston has, in any manner, an interest, directly or indirectly in the Bid or in the contract which may be made under it, or in any expected profits to arise there from. Refer to the Non-Collusion Form to be completed and included in the bid submittal

1.9 COST INCURRED BY THE BIDDER

All expenses involved with the preparation and submission of the ITB to the City of Clarkston, or any work performed in connection therewith is the responsibility of the Service Provider(s).

1.10 BID OPENING

The lowest and most responsive bid (for one of the three options) will be accepted by the city. A responsive bid is one in which the requirements set forth in the ITB are satisfied. A bid alternative may be submitted and may be accepted if determined to be in the best interest of the city. There will not be a public bid opening. A bid tabulation will be provided upon request.

1.11 TAXES

Selected bidder will be provided with The City of Clarkston Sales and Use Tax Certificate of Exemption number upon request.

1.12 BIDDER INFORMATION

All submissions shall include a current W-9. Bidder whose place of business is other than the State of Georgia will be required to provide the Purchasing Agent with copies of bidders state's regulations and/or laws concerning the application of certain bidder preference requirements to Bidders whose place of business is in the applicable state. Failure to provide this information may result in the disqualification of the bidder submitting a Bid.

1.13 INSURANCE

Selected Bidder will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The Service Provider, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the Bidder is a government entity or a self-insured organization, different insurance requirements may apply.

The Bidder shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor for the prime Bidder that does not have their own Worker's Compensation and Employer's Liability Insurance. A sixty (60) day notice of cancellation is required and must be provided to the City of Clarkston via Certified Mail.

1.14 TERMINATION

The City shall have the right to terminate the contract with the selected Bidder for cause upon giving the selected bidder thirty (30) day written notice of its intention to exercise its right of termination for cause. The City shall pay for Bidders Services satisfactorily rendered through the date of termination. Cause shall be for issues such as lack of responsiveness, complaints that go unresolved, and similar matters as described in the contract. Refer to Section 2.3 for Contract discussion.

1.15 ANTI-DISCRIMINATION

By submitting a response to this ITB, all perspective Bidders certify to The City of Clarkston they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

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

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

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

1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The Service Provider will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor for the prime Service Provider or Service Provider.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Bidders submitting a response to this ITB must complete the Service Provider Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the ITB package to verify compliance with the Illegal

Immigration Reform and Enforcement Act of 2011.

1.16.1 The form must be signed by an authorized officer of the Service Provider or their authorized agent.

1.16.2 The form must be notarized.

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

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Bids please submit the following:

1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and

any Technical Requirements (in Excel format).

1.17.2 Two (2) paper versions of the bid. The original shall be clearly marked "original".

1.17.3 The Bids shall be prepared with a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB.

1.17.4 Minimum of three (3) references. Each reference shall include the point of contact and associated contact phone number of that individual in which the bidder coordinated with on a routine basis

1.17.5 Additional requirements as set forth in Section VI – 6.1

1.18 ACCEPTANCE

Submission of any Bid indicates acceptance of the conditions contained in the ITB unless clearly and specifically noted otherwise in the ITB.

1.19 CITY GOVERNMENT

The City of Clarkston operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the Service Provider may be required to make one or more appearances at City Council meetings to answer questions and present results.

SECTION II - GENERAL CONDITIONS

2.1 PURPOSE

The City of Clarkston is issuing this Request for Bid (ITB) for qualified Offerors to provide Residential Solid/Yard Waste Collection and Disposal Services.

2.2 EXCLUSIVITY

The successful bidder will receive the exclusive right to Curbside Solid Waste Collection services performed within the city's jurisdiction for curbside service. Materials included in this exclusivity are municipal solid/yard waste and recyclables as they have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.

2.3 CONTRACT PREPARATION AND CONTRACT DURATION

The City shall prepare a contract and provide to the selected bidder to review and sign for city execution. City of Clarkston intends to award a contract agreement for two (2) years, and shall be renewable each year after that for up to five (5) years provided both parties are agreeable to the terms and conditions after the two (2) year period ends.

2.4 CITY BACKGROUND

The City of Clarkston currently operates its solid waste collection services through a private Service Provider for curbside collection services for both trash and recycle, once a week. The City seeks to provide the same service for curbside collection services for 1,109 single family residential customers. The City estimates a growth of an increase of 1% of residential customers for a total of 1,120. A specific detailed list of addresses with locations will be provided to the selected Service Provider.

2.5 CERTIFICATIONS REQUIRED

The successful Service Provider shall declare that all employees as well as any agents and subcontractors for the prime Service Provider (inclusive of Service Provider's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits or the like required of the Contactor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted 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. The operator qualifications reports are required before any services shall begin. A copy of the successful Service Provider's drug and alcohol testing plan is also required along with the latest PHMSA Drug and Alcohol Testing Data. While under contract with the City of Clarkston this PHMSA Drug and Alcohol Testing Data shall be submitted to the City quarterly throughout the life of the contract.

2.6 ADMINISTRATION

The project will be administered by the City of Clarkston through the Public Works Director being the main point of contact for all questions during the Bid period. The Public Works Director will be the main point of contact once the project is initiated.

2.7 PROCEDURES & MISC. ITEMS

2.7.1 All questions shall be submitted in writing (only email is acceptable) to Mr. Rodney Beck and city responses will be issued and posted on the city website.

2.7.2 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Clarkston. All such materials shall remain the property of the City of Clarkston and will not be returned to the respondent.

2.7.3 All respondents to this ITB shall hold harmless the City of Clarkston, and any of their officers and employees from all suits and claims alleged to be a result of this ITB. The issuance of this ITB constitutes only an invitation to present a Bid. The City of Clarkston reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this ITB. The City of Clarkston also reserves the right to seek clarifications, to negotiate with any Service Provider submitting a response, to reject any or all responses with or without cause, and to modify the procurement process

and schedule. In the event that this ITB is withdrawn or the project canceled for any reason, the City of Clarkston shall have no liability to any respondent for any costs or expenses incurred in connection with this ITB or otherwise.

2.7.4 Failure to submit all the mandatory forms from this ITB package shall be just cause for the rejection of the qualification package. However, the City of Clarkston reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Bid as non-responsive.

2.7.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.

2.7.6 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Clarkston, after due oral or written notice, may procure substitute goods or services from other sources and hold the Service Provider responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Clarkston may have.

2.7.7 By submitting a qualification package, the Service Provider is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the State of Georgia.

2.7.8 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The Service Provider shall comply with applicable federal, state, and local laws and regulations.

2.7.9 It is understood and agreed between the parties herein that the City of Clarkston shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

2.8 PERFORMANCE BONDS

A Performance Bond is required in the amount of 100% of the total projected cost of the first year of the Contract, based on the number of residences to be serviced. This amount is to be calculated using the total provided by the City of Clarkston. An additional 100% Performance Bond will also be required for year 2 of the contract.

2.8.1 The Bid shall include a letter from a corporate Surety stating that an actual Performance Bond will be furnished by it in the event that the Proposer is chosen for award. The letter shall be signed by an authorized representative of the Surety together with a certified copy of his power of attorney attached thereto.

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

2.9 PROSECUTION OF WORK

The Service Provider will begin work upon receipt and acknowledgement of the “Notice to Proceed” as disseminated by the City, within ten (10) working days of said notice. The Service Provider will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

2.10 COORDINATION OF WORK

Within ten (10) working days following “Notice to Proceed” (NTP), the Service Provider will provide a projected collections schedule, reflecting the list of addresses provided to the Service Provider.

2.11 DEFINITIONS

2.11.1 **Residential Dwelling Unit** – any single home, two-family unit, four-family unit, all condominiums with individual bins per unit, and all apartment complexes with individual bins per unit.

2.11.2 **Commercial Unit** – any business that is not considered in the downtown area and does not have a roll-off type dumpster.

2.11.3 **Curb Collection** – The Service Provider shall provide solid waste and recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Clarkston. There shall be once a week collection of solid waste and recyclables from the curb of the premises on the same day. On collection days, all refuse containers and items of refuse shall be placed at a designated collection point. The Service Provider will not be required to collect refuse from the inside of the buildings.

2.11.4 **Backdoor Pickup** – The Service Provider, at no additional cost, shall make available to customers that are handicapped, unable to physically move the containers, or infirmed, a backyard service. Qualification under this section shall be based on the customer providing the City with a letter from a physician, licensed in the State of Georgia, and the City verifying the customer is handicapped, over 65 years of age, or infirm.

2.11.5 **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, and 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.

2.11.6 **Recyclables** - any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled.

2.11.6.1 **Containers** – Those set forth by current industry standards that shall be distributed to all customers prior to the commencing date.

2.11.6.3 **Plastics** – Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

2.11.6.4 **Paper** – Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

2.11.6.5 **Bidder** – The Contractor, Vendor and/or Service Provider who is selected by City Council and deemed to be the most qualified to provide services as identified in the ITB.

2.12 RATE ADJUSTMENTS BASED ON CPI

2.12.1 CPI – Rates shall be submitted for consideration to the City of Clarkston by March 1st of each year and based on the “Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer, and Trash Collection Services CUUR0000SEHG as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI will be adjusted annually if the contract is extended the 1st year.

2.12.2 Adjustable Fuel Surcharges – The base rate for fuel will be based on the average price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region; <https://www.eia.gov/petroleum/gasdiesel/index.php>

2.13 EXCEPTION OR WAIVERS

No failure by the Local Government to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Service Provider with this Agreement, and no custom or practice of the Local Government at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the Local Government’s right to demand exact and strict compliance by Service Provider with the terms and conditions of this Agreement.

2.14 HOLIDAY SCHEDULE

No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Service Provider shall provide to the City a list of the Service Provider’s recognized holidays.

2.15 ASSIGNABILITY

The contract shall not be assignable or transferable by the Service Provider, nor shall any service be performed by a subcontractor for the prime Service Provider without the prior written consent of the City.

2.16 COMPLAINT RESOLUTION

Should Service Provider miss the collection of any of the services from a customer and fail to resolve the complaint within forty-eight (48) hours of when reported, then a credit of Fifteen Dollars (\$15.00) per missed service shall be credited on the next bill. If the city documents missed collections from more than 2% of the total collections during any one (1) contract year, the Service Provider shall pay a penalty of \$1000 and that penalty shall be deducted from the last invoice for that contract period.

2.17 FORCE MAJEURE

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

2.18 EMERGENCY FAILURE TO PERFORM

In the event of an emergency or failure by the Service Provider to be able to adequately perform residential waste collection services, the Service Provider shall immediately contact the City Manager of the City. The Service Provider shall follow the instructions of the City to insure the public health, safety and welfare of the City.

2.19 DAMAGES

The Service Provider shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the Work or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Service Provider shall either restore at his 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 Public Works Director.

2.20 FAILURE TO PERFORM

In addition to the provisions of the Performance Bond, if the Service Provider fails to service the city on a timely basis, the Service Provider shall forfeit payment for services not performed unless remedied to the satisfaction of the City, or caused by an act of God.

SECTION III – SCOPE OF SERVICES

The City requires residential curbside solid/recyclable waste & recyclables collection services for approximately 1,109 with an adjustment of 1% for a potential increase of location's for an adjusted total of 1,112 customers within the city's service area. The equipment to be used, materials to be collected, service frequencies and all other requirements are listed below.

3.1 CURBSIDE GARBAGE COLLECTION

3.1.1 Service Provider will be required to provide a 96 gallon cart for each occupied location to be serviced on a weekly basis.

3.1.2 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.

3.1.3 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.

3.2 CURBSIDE RECYCLE COLLECTION

3.2.1 Service Provider will be required to provide a 64 or 96 gallon container/cart for each occupied location to be serviced on a weekly basis.

3.2.2 The above requirement is required if another proposed option as in section 3.3 is not agreed upon and noted as such in the final signed contract.

3.2.3 Cart/Container Contents: Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

3.2.4 Cart/Container 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.

3.3 Yard Waste

3.4 DISPOSAL REQUIREMENTS

All waste and recyclables collected from the city shall be delivered to a solid waste disposal site in Bidders' discretion, which facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste. The proposer shall provide evidence reasonably satisfactory to the City that the proposer, if awarded the Contract, will have the right to use a valid Disposal Site(s) under and for the duration of the Contract.

3.5 COLLECTION VEHICLES

Service Provider is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against

spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.

3.6 CUSTOMER SERVICE STANDARDS

All complaints received by the Service Provider or City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Service Provider shall maintain a daily log of all complaints received and time that complaint was resolved. The Service Provider shall provide a monthly report to the City Manager or his/her designee, which will include copies of the daily reports for the prior month.

3.7 CUSTOMER SERVICE CENTER

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

3.7.1 Open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a non-automated Customer Service Representative.

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

3.7.3 The Service Provider should implement procedures approved by the City whereby complaints can be received via, phone, e-mail, and website.

3.8 ROUTING REQUIREMENTS

Service Provider shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's' carbon footprint. Prior to service implementation, Service Provider must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on website.

3.9 COLLECTIONS ROUTES

The Service Provider shall further establish routes for the collection of solid waste and recyclables to be serviced on the same day for. The Service Provider's collection schedule and collection routes shall be submitted to City Hall.

3.10 COLLECTION SCHEDULE

The Service Provider shall establish with the City a Schedule addressing the days of the week collection shall be executed. This schedule will not vary, or change without the written permission of the City Manager, or their designee, except in situations as allowed in other passages of these specifications such as a Holiday Schedule.

3.11 COLLECTION TIMES

No collection shall be made before 7:00 a.m. or after 6:00 p.m., except by express authorization of the City Manager or their designee. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as previously described.

3.12 PERSONNEL

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

3.12.1 The Sanitation Services Company shall ensure the following, regarding personnel.

3.12.2 The Service Provider's personnel must be in a company uniform (shirt, at least), to be defined by the Service Provider in the bid submittal, and must be recognizable as representative of the Service Provider's company. The uniform must be maintained, clean, and in good repair.

3.12.3 The Service Provider's personnel must maintain a clean appearance.

3.12.4 The Service Provider must maintain a courteous demeanor when dealing with the residents and businesses of the City of Clarkston.

3.12.5 At no time will the Service Provider or its personnel search through or take from the garbage that is collected in the City.

3.13 CLEANLINESS

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

3.14 CITY OWNED FACILITIES

The Service Provider will be required to provide solid waste and recyclable collection services to all City owned facilities at no additional cost to the City. Said trash containers will be emptied once per week on the same schedule set forth above. 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. Current locations include:

- 3.14.1 City Hall Annex = One 96 Gallon Cart
- 3.14.2 Milam Park Pool = One 96 Gallon Cart
- 3.14.3 Women's Club = One 96 Gallon Cart
- 3.14.4 Public Works Facility = Two 20-Yard Dumpster
- 3.14.5 City Hall Police Station = One 96 Gallon Cart

3.15 SPECIAL CONSIDERATIONS

The Service Provider shall provide a minimum of two (2) – 30 yard dumpsters at no cost to the city for the city's annual Spring Cleanup Program. This program will occur for 2 consecutive days. Dates and times TBD. The City will provide the Service Provider a minimum of a two week advanced notice for delivery. The location of the dumpsters TBD. The Service Provider will pick-up the dumpsters at the conclusion of the event at no cost to the city. The Spring Cleanup event will only include household trash, recyclables and/or yard waste.

The Service Provider shall place the City of Clarkson logo on each recycling bin at no cost to the City. City will provide the Service Provider a png. or jpg. format of the city logo.

3.16 COMMUNICATION AND REPORTING

Service Provider shall provide an internet/email-based system for the communication of all service requests from the City's customer service representatives to the Service Provider. All requests shall be tracked, recorded and reported monthly showing the date, type, and resolution of each request.

3.17 VOLUME REPORT

Prior to the fifteenth of the following month, the Service Provider shall complete the trash and recycling monthly volume report. No payment shall be sent to the Service Provider where the City pays the bill unless the volume is current.

3.18 PUBLICITY AND PROMOTION

The Solid Waste Collection Service Provider 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 website of the Bidder's office where questions or complaints can be handled. Such publicity shall be approved by the City Manager or his/her designee prior to distribution publication.

3.18.1 The selected Bidder must distribute bi-annual to the customers information promoting recycling and source reduction. This publication must also be approved by the City. The information provided shall in the form of 8 ½ x 11 color paper describing the benefits of recycling. Direct mail, attachment to the container and/or tape to the front door is allowed. The City shall approve of the deliver method before any information is disseminated

3.18.2 The Service Provider must demonstrate commitment to promoting, educating and Informing residents of recycling program information and any changes in services that may occur. Samples of materials used in other Georgia cities shall be included.

3.19 BILLING AND PAYMENTS

The City will be responsible for billing each customer. The Service Provider will invoice the City on a monthly basis. All invoices will be paid net 30 days.

3.20 DISPUTE RESOLUTION

Any dispute between Owner and Service Provider, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the City of Clarkston.

SECTION IV – BID FORMAT

4.1 BID FORMAT

In order to facilitate the analysis of responses to this ITB, Bidders are required to prepare their Bids in accordance with the instructions outlined in this section. Each Service Provider is required to submit the Bid in a sealed package. Bidders whose Bids deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Clarkston. Bidders should be sure they have included an electronic copy of the response as part of their Bid. Instructions relative to each part of the response to this ITB are defined in the remainder of this section.

4.2 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the ITB should be limited to a brief narrative highlighting the Service Provider's Bid. The summary should contain as little technical jargon as possible and should be oriented toward service delivery and an efficiently run program with emphasis on how customer service will be addressed.

4.3 COMPANY BACKGROUND

Bidders must provide the following information about their company so that the City can evaluate the Service Provider's stability and ability to support the commitments set forth in

response to the ITB. The City, at its option, may require a Service Provider to provide additional support and/or clarify requested information. The Service Provider should outline the company's background, including:

- 4.3.1 How long the company has been in business.
- 4.3.2 A brief description of the company size and organization.
- 4.3.3 The number of public sector clients currently served by your company and within the last five (5) years.
- 4.3.4 Any other item that sets your company apart from others in the industry.

4.4 CLIENT REFERENCES

Bidders should provide at least three (3) client references that are similar in size or complexity to the City of Clarkston, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.5 EQUIPMENT AND APPROACH TO THE PROJECT

Bidders should describe and list the type of equipment that will be utilized while performing the work of this Bid.

- 4.5.1 List the type, quantity, and size of trucks that will be used including rear load or side load, robotic arm or manual load, etc.
- 4.5.2 List the type and size of the carts/bins that will be used if different than noted on the bid sheet.
- 4.5.3 Describe the transition plan including a timeline of cart disbursement, etc.
- 4.5.4 Submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities

4.6 BID SHEET

An itemized breakdown of costs should be detailed in a format similar to the table in the ITB package.

A separate attachment accompanying this ITB document to be included for these details as deemed appropriate by the bidder. Bidders can add additional information to give a full picture of itemized service expenses.

4.7 ADDENDA

If revisions become necessary, the City will prepare addenda as necessary to clarify the ITB. The City will also respond to all questions received by Mr. Rodney Beck. All addendum and/or "Response to Questions" will be posted on the City website no later than 3 days prior to the bid opening.

4.8 ALTERNATE BIDS

An alternate Bid may include approaches to the management and service delivery of the City's solid waste program not provided for in the ITB issued.

4.8.1 Pricing and format for alternative Bids can be provided at the discretion of the bidder. An alternative Bid is not required to be submitted.

4.9 Bidders are required to submit pricing/rates for all three (3) options. A bid that does not include pricing/rates for all three (3) options may be deemed by the City as an unacceptable bid submittal and grounds for non-acceptance of the bid.

SECTION V - SELECTION

5.1 FINAL SELECTION

Following review of all qualified Bids, the lowest and most responsive Service Provider will be identified and presented to City Council. The City of Clarkston reserves the right to accept a bid that is determined to be in the best interest of the City. The City reserves the right to reject any and or all Bids.

SECTION VI – SUBMISSION FORMS

6.1 SUBMISSION FORMS

The following forms must be included with each proposers' submission:

- 6.1.1 Execution of Bid
- 6.1.2 Non-Collusion Affidavit
- 6.1.3 Addenda Acknowledgment
- 6.1.4 Georgia Security and Immigration Compliance Act Affidavit
- 6.1.5 Bid Pricing Bid Sheet
- 6.1.6 Company Background and References (Bidder supplied format)
- 6.1.7 Bid Bond

**The Following Forms Are Required To Be
Submitted With The Bid**



BID PRICING FORM OPTION 1

Current Services (Weekly garbage, bi-weekly recycling)

Residential Curbside Solid Waste Collection Services

(a) Rate per month, per home, for curbside garbage collection \$_____ Per Month

(b) Rate per month, per home, for curbside recycling collection:

(b.1) -64 Gallon \$_____ Per Month

(b.2) - 96 Gallon) \$_____ Per Month

Lump Sum Total Combined Monthly Rate - (a) + (b.1) \$_____ Per Month

Lump Sum Total Combined Monthly Rate - (a) + (b.2)--\$_____ Per Month

Note: Pricing/Rate Per Month for each task and Lump Sum Total's must be provided for each service. If not, bidder may be deemed unresponsive and disqualified as a bidder.

The undersigned proposer states by execution of this form that it has adequately considered the requirements of the ITB and acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications.

Company Name

Authorized Representative Signature

Date

Title of Authorized Representative

Printed Name of Authorized Representative

BID PRICING FORM OPTION 2
(Weekly services for Garbage and Recycling, Bi-weekly service for Yard Waste, Monthly Service for Bulk Collection)

Residential Curbside Solid Waste Collection Services

(a) Rate per month, per home, for curbside garbage collection \$ _____ Per Month

(b) Rate per month, per home, for curbside recycling collection:

(b.1) 64 Gallon \$ _____ Per Month

(b.2) 96 Gallon \$ _____ Per Month

(c) Rate per month, per home, for curbside yard waste collection \$ _____ Per Month

(d) Rate per month, per home, for curbside bulk collection \$ _____ Per Month

Lump Sum Total Combined Monthly Rate – (a) + (b.1) + (c) + (d)\$ _____ Per Month

Lump Sum Total Combined Monthly Rate – (a) + (b.2) + (c) + (d) \$ _____ Per Month

Note: Pricing/Rate Per Month for each task and Lump Sum Total's must be provided for each service. If not, bidder may be deemed unresponsive and disqualified as a bidder.

The undersigned proposer states by execution of this form that it has adequately considered the requirements of the ITB and acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications.

Company Name

Authorized Representative Signature

Date

Title of Authorized Representative

Printed Name of Authorized Representative

BID PRICING FORM OPTION 3
**(Weekly Service for Garbage, Bi-weekly Service for Recycling and Yard
Waste, Monthly Service for Bulk Collection)**

Residential Curbside Solid Waste Collection Services

(a) Rate per month, per home, for curbside garbage collection \$_____ Per Month

(b) Rate per month, per home, for curbside recycling collection:

(b.1) 64 Gallon \$_____ Per Month

(b.2) 96 Gallon \$_____ Per Month

(c) Rate per month, per home, for curbside yard waste collection \$_____ Per Month

(d) Rate per month, per home, for curbside bulk collection \$_____ Per Month

Lump Sum Total Combined Monthly Rate – (a) + (b.1) + (c) + (d).....\$_____ Per Month

Lump Sum Total Combined Monthly Rate – (a) + (b.2) + (c) + (d).....\$_____ Per Month

Note: Pricing/Rate Per Month for each task and Lump Sum Total's must be provided for each service. If not, bidder may be deemed unresponsive and disqualified as a bidder.

The undersigned proposer states by execution of this form that it has adequately considered the requirements of the ITB and acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications.

Company Name

Authorized Representative Signature

Date

Title of Authorized Representative



EXECUTION OF BID

DATE: _____

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

- ___ That this Bid was signed by an authorized representative of the firm.
- ___ That the potential Service Provider has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Service Provider agrees to the conditions as set forth in this Request for Bid with no exceptions.

Therefore, in compliance with the foregoing Request for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this Bid is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications. I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation 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 quotation and certify that I am authorized to sign this quotation for the Service Provider.

Business Contact Representative

Operational Contact Representative

Service Provider's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title

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

Notary Public



ADDENDA ACKNOWLEDGEMENT

The Service Provider has examined and carefully studied the Request for Bids and the following Addenda, including “Response to Questions”, of all which is hereby acknowledged:

ADDENDUM

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

List additional Addendum if issued by the City

Response to Questions

Provide a Copy of the final “Response to Questions” as issued by the city.

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Bidders must acknowledge any issued Addenda or Response to Questions. A bid submittal which fails to acknowledge any addendum or Response to Questions may result in the rejection of the offer if the addendum contained information which substantively changes the Owner’s requirements or cost to the city.



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 Clarkston 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 subcontractor for the Bidders 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 Clarkston at the time the subcontractor for the prime Service Provider(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date Date
(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 SEAL]

Notary Public

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. 99-603



NON-COLLUSION STATEMENT

Under oath I certify that I am a principal or other representative of the firm (contractor submitting the bid) of and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this submitted bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, labor, services, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid. We certify that no person associated with our firm is an employee of, or affiliated with the City of Clarkston or the cities consultant. We further certify that any financial contributions provided by the firm to any past or present city employees or elected officials must be identified and included in the bid package. Additionally, the firm certifies that any person who holds a City of Clarkston elected position, an employee or a consultant with the City of Clarkston has not been paid or promised by the firm any compensation in connection with this procurement by the City of Clarkston.

Signature

Sworn and subscribed before me

This ____ day of _____, 20____.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____