



**CITY OF JONESBORO
Special Called Meeting
170 SOUTH MAIN STREET
August 31, 2016 – 6:00 PM**

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroga.com should you need assistance.

Agenda

I. CALL TO ORDER

II. AGENDA ITEMS

1. Discussion regarding sanitation collection services.

III. ADJOURNMENT



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

2.1

-1

COUNCIL MEETING DATE

August 31, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding sanitation collection services.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

In June 2016, the City received notification from the Clayton County Landfill that the cost of services for disposing waste was increasing from \$40 per ton to \$100 per ton. Given the adverse effect that this would have on our Budget, staff began to seek other options for sanitation. Of those options, staff decided to perform a price comparison of privatized sanitation vs. municipal sanitation.

The City distributed the bids to several commercial sanitation companies. The two companies that were responsive to the bid document were Republic Services & Waste Management. Upon meeting with both companies, we advised them that Staff would review totals, meet with City Council and residents before any changes occur.

Summation of Bids:

Waste Management

Rate per month - \$13.71

Rate per year - \$164.52

Purchase of cans from the City - \$41.00 for new carts \$5.00 for used carts

Republic Services of GA

Rate per month - \$14.87

Rates per year - \$178.44

Purchase of cans from the City - \$41.00 for each new \$30.00 for used carts

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Republic Services INC - RFP Sanitation Proposal

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City Administrator

Date

August, 31, 2016

Signature

City Clerk's Office

- Waste Management - RFP Sanitation Proposal
- RFP- Sanitation Services
- RFP - Sanitation Service (Addendum I 081016)

2.1

Staff Recommendation (Type Name, Title, Agency and Phone)

Discussion / Community Public Meeting



**CITY OF JONESBORO
124 NORTH AVENUE
JONESBORO, GA 30236**

REQUEST FOR PROPOSAL (RFP)

SANITATION COLLECTION SERVICES

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**CITY OF JONESBORO
OFFICE OF THE CITY ADMINISTRATOR
REQUEST FOR PROPOSAL**

INVITATION TO PROPOSAL

Sealed proposals will be received by the City of Jonesboro, City Administrator, 124 North Avenue, Jonesboro, Georgia 30236, until 3:00 pm on Wednesday, August 17, 2016, from qualified contractors for the provision of residential and small commercial solid waste, yard waste, and comingled recyclable material collections. Proposals received after the deadline will not be considered.

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which consists of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse, recycling, yard waste collection, removal and disposal and to complete said work in accordance with the provision. Collection of bulk waste and white goods may also be considered as part of the work.

The City of Jonesboro has approximately 2,206 solid waste accounts consisting of 2,139 residential and 67 small commercial businesses. The work also includes collections at City Hall, Public Works, Firehouse Community Center & the Jonesboro Police Station.

A mandatory pre-proposal meeting will be held August 10, 2016, at 10:00 am in the City Hall Conference Room, 124 North Avenue, Jonesboro, GA. Any questions should be emailed to Ricky Clark at rclark@jonesboroga.com no later than twenty-four (24) hours prior to the mandatory pre-bid meeting. All proposals will be rejected from companies whose representative(s) did not attend the pre-proposal meeting.

Copies of the proposal document may be attained by contacting the City Administrator at rclark@jonesboroga.com. Technical questions should be addressed to Joe Nettleton at innettleton@jonesboroga.com.

No proposal will be considered unless accompanied by a certified check or acceptable proposal bond in an amount not less than five percent (5%) of the bid made payable to the City of Jonesboro.

The successful contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to the annual contract price or \$1,500,000, whichever is greater.

No proposer may withdraw his/her proposal within ninety (90) days after the actual date of the opening thereof.

The successful proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commencement can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the adequate force and equipment on the date specified.

**CITY OF JONESBORO
OFFICE OF THE CITY ADMINISTRATOR
REQUEST FOR PROPOSAL**

INSTRUCTIONS TO PROPOSERS

1.0 PROPOSAL SUBMITTAL

1.1 The proposal submittal package shall consist of those documents identified below. All documents must be completed and included as part of the proposal submittal package. No interlineations, additions, or deletions shall be made to the documents submitted. All information on the documents must be completed in ink or typewritten and executed by an officer or employee of the company or firm having authority to bind the company or firm, when submitted. Erasures or other changes to responses of the proposers must be noted and signed by the proposer on the page where they occur. Failure to follow instructions in completing any part of the proposal submittal package may cause the proposal to be deemed non-responsive and be rejected.

- a. Completed ***Proposal Form*** (page 9)
- b. A comprehensive and detailed technical and business prospectus not longer than ten (10) pages, descriptively outlining:
 - Vendor's ability to adequately and satisfactorily perform services outlined in this RFP.
 - Identification of any sub-consultants
 - Evidence, in form and substance satisfactory to the City, that the proposer has in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.
 - Provide at least three (3) references of cities similar in size and scope, which are or have been under contract with the Contractor; include contact name, position, phone number, and email address.
 - Describe any Notices of Violation (NOVs) issued within the last five (5) years at any of your disposal sites.
 - List the designated disposal site(s) available to your company and expected closure dates.
 - Describe your truck fleet and type of carts/ bins that will be utilized.
- c. Price Sheet - Costs and rates must include all fees, charges, surcharges, and extra pick-ups.
- d. Price Sheet – Cost to purchase new garbage receptacles from the City of Jonesboro.
- e. Proposal Bond or certified check in the amount of five percent (5%) of the proposal price made payable to the City of Jonesboro.
- f. E-Verify Form(s)

1.2 Five (5) copies of the proposal submittal package shall be submitted in a sealed envelope, plainly marked with proposer's name, address, and "**Sanitation Collection Services**" on the outside of the envelope to the City Administrator's Office, 124 North Avenue, Jonesboro, Georgia, before 3:00 p.m., Wednesday, August 10, 2016, at which time all proposals will be publicly opened in the City Hall Conference Room; same address as City Administrator's Office. Proposals received after the deadline will not be considered.

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REQUEST FOR PROPOSAL**

INSTRUCTIONS TO PROPOSERS

2.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 2.1 Proposers are required to examine the Specifications carefully and to make such examinations of the site of the project as necessary to familiarize themselves with the nature and extent of the tasks to be completed and with all local conditions and/or laws and regulations which may affect the work. The City of Jonesboro will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, or general laws and regulations.
- 2.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

3. AUTHORITY TO SIGN

- 3.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 3.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

4. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 4.1 Proposals must be accompanied by a certified check jointly to "The City of Jonesboro" or acceptable proposal bond in an amount not less than five percent (5%) of the amount of proposal. The proposal bond shall be secured by a guaranty or surety company listed in the latest issue of the United States Treasury Circular 570. The amount of the proposal bond must be within the maximum amount specified for such guaranty or surety company by Circular 570. **No proposal will be considered unless it is accompanied by the required security.**
- 4.2 Attorneys-in-Fact who sign proposal bonds must file with the bond a certified and effectively dated copy of their Power of Attorney.
- 4.3 Checks and bonds will be returned promptly after the City and the selected contractor have executed the Contract, or, if no contractor's proposal has been selected within ninety (90) days after the date of the opening of the proposals, so long as he has not been notified of the acceptance of his proposal.
- 4.4 The successful contractor will be required to furnish a performance bond as security for the faithful performance of the contract. Said performance bond must

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INSTRUCTIONS TO PROPOSERS

be in an amount equal to the annual contract price or \$1,500,000, whichever is greater.

5. RIGHTS RESERVED

- 5.1 The City of Jonesboro reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Jonesboro also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals are in excess of funds available for the project.
- 5.2 The City of Jonesboro reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 5.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.
- 5.4 The City of Jonesboro reserves the right to reject any proposal which contains unauthorized additions, conditions, limitations, or provisions to the terms of the proposal, including such changes which result from interlineations, additions, or deletions made to the documents in the proposal package.

6. AWARD OF CONTRACT

- 6.1 The term of service shall be one (1) year with five (5), one (1) year renewal options pending agreement of both parties. Should either the City or contractor elect not to renew and extend the contract for an additional five (5) year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contract.
- 6.2 The contract for the work, if awarded, will be awarded to the lowest reliable proposer whose proposal shall have met all the prescribed requirements.
- 6.3 The contract shall be executed on the form provided by the City of Jonesboro to the successful proposer (hereinafter, the "Contractor"). The contract shall form a binding contract between the contracting parties.
- 6.3 The contract performance bond shall in an amount equal to the annual contract price or \$1,500,000, whichever is greater. All bonds must be provided by a company qualified to do business in Georgia and shall meet the requirements of

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Section 13-10-1, 32-2-70, 36-10-4, and 36-82-101 to 103 of the Official Code of Georgia.

7. FAILURE TO EXECUTE CONTRACT

7.1 Failure to execute contract, contract performance bond and payment bond, or furnish satisfactory proof of insurance coverage as required within ten (10) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award and for the forfeiture of the proposal bond, not as a penalty, but as liquidation of damages sustained. At the discretion of the City of Jonesboro, the award may then be made to the next lowest responsible and responsive proposer, or project may be re-advertised.

8. INSURANCE, PROOF OF COVERAGE

8.1 The contractor shall be required to furnish the City of Jonesboro with satisfactory proof of insurance coverage consistent with the policies and requirements of O.C.G.A. §50-21-37 and as specified in the contract agreement. A copy of the insurance requirements is shown in Attachment 3 of this document.

9. TIME

9.1 The contractor shall commence work with adequate force and equipment on a date specified in a written "Notice to Proceed" order from the City of Jonesboro.

10. CONDITIONS

10.1 Each proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.

10.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

10.3 The contract and proposal documents contain the provisions required for completion of the work to be performed. Information obtained from an office, agent, or employee of the City of Jonesboro or any other person shall not affect the risks or obligations assumed by the contractor or relieve him/her from fulfilling any of the conditions of the contract. Each proposer is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any proposer to so familiarize himself/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

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INSTRUCTIONS TO PROPOSERS

11. ADDENDA AND INTERPRETATION

11.1 No interpretation of the meaning of the contract documents will be made orally to any Proposer. Any request for such interpretation should be in writing, via email, to the City Administrator. Each such interpretation shall be given in writing, separately numbered and dated and furnished to each interested proposer at least three (3) days, excluding Saturdays, Sundays and legal holidays, prior to the proposal opening date. Any request not received three (3) days prior to proposal opening date will not be accepted because of the difficulty in completing the interpretation and making distribution to each proposer.

12. PUBLIC RECORDS DISCLOSURE:

12.1 All RFP's submitted to the City are subject to public disclosure pursuant to the Georgia's Open Records Act.

**CITY OF JONESBORO
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PROPOSAL FORM

Sanitation Collection Services

TO: CITY OF JONESBORO

FROM: _____
(Proposer)

THE UNDERSIGNED PROPOSER, having familiarized themselves with the work required by the proposal documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending to the performance of the work;

HEREBY agrees if selected to enter into a contract and perform all work necessary to the successful completion of the contract as indicated and specified in the RFP documents for the total contract price(s) shown on the attached Proposal Price Sheet.

Name of Firm: _____

Firm Address: _____

Federal Identification No: _____ Email: _____

Telephone No: _____ Fax No: _____

By: _____
(Typed or Printed) (Date)

Signature: _____
(Signature) (Title)

**CITY OF JONESBORO
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SPECIFICATIONS

1. GENERAL

It is the intention of this specification to establish and define the work to be performed and, in addition, to determine the capability and experience of the company desiring to provide such services.

2. SCOPE OF WORK

2.1 The entire geographic area within the corporate limits of the City of Jonesboro shall constitute the service area. Services to be provided include residential solid waste, recycling, yard waste collection and disposal services. Recycling shall be single-stream and not require residents to sort the recycling. All solid waste shall be disposed of in a designated, fully permitted landfill. The contractor shall be responsible for any additional disposal cost associated with the processing of yard waste and recycling. Bulk waste and white goods collection may also be considered as part of the work.

2.2 The current quantities for the number of residential and small commercial establishments are strictly estimates. For the purpose of the proposal, proposers shall use 2139 residential, 30 back door services, 67 small commercial businesses and collection at city owned facilities (hereinafter, "Unit") in determining their proposed fee structure. The contractor and the city shall reach a mutual agreement upon the initial quantity of customers based on a customer count to be conducted jointly by the contractor and the city within the first sixty (60) days of the contract. The quantities will be reviewed jointly by the contractor and City annually to determine the number of customers.

2.3 Service shall include, at no additional charge to the City, once a week collection for solid waste and recycle at the following City owned facilities: City Hall, Public Works, Firehouse Community Center & the Jonesboro Police Station.

Door service shall be provided to disabled or incapacitated residents meeting medical exemption requirements, as determined by the City, at no additional charge to the City or customer.

2.4 The contractor shall perform service in accordance with articles of the City Of Jonesboro Solid Waste Ordinance.

2.5 Contractor may offer City other offerings or service enhancements as part of the proposal.

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3. COLLECTION OPERATION

- 3.1 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 7:00 o'clock P.M unless approved by the City. The Contractor may provide the agreed upon services on any day of the week except that no collection shall be made on Sunday.
- 3.2 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. Any change in routes must be provided at least thirty (30) days prior to the change being made unless otherwise authorized by the City.
- 3.3 Reports: The Contractor shall provide a monthly report to the City Administrator & the Public Works Director, or designee, detailing the amount of Solid Waste, in tons, removed from the City; the amount of Yard Waste, in cubic yards, removed from the City; the amount of Special Waste, in tons, removed from the City; the number of stops to collect Bulky Items/White Goods and the amount of Recyclable Material, in tons, removed from the City. The monthly reports shall be submitted by the Contractor to the City along with each monthly invoice for the service. The Contractor shall also furnish all information necessary to complete the required annual waste audit report. Additionally, the Contractor shall provide a weekly complaint and resolution log as defined below under Complaints in this section.
- 3.4 Holidays: Contractor may decide to observe any or all federal, state, or city holidays by suspension of collection service on the holiday. However, the contractor shall meet his obligation for once a week collection. NOTE: Contractor shall be responsible for providing make-up collection for all routes either the business day before or after the scheduled holidays. A holiday schedule and make-up days shall be furnished to the City and customers at least thirty (30) days prior to the scheduled holiday.
- 3.5 Complaints: A customer complaint procedure shall be established by the Contractor so that complaint(s) shall be addressed and promptly resolved within 24 hours of receipt. The contractor shall be responsible for maintaining a log of complaints and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, location of the complaint and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the contractor is provided by 4:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 4:00 p.m. The contractor shall maintain local telephone service between the hours of 8:00 a.m. and 5:00 p.m., an after-hours phone number, and 24 hour email service necessary to receive and handle complaints. Phone calls and email messages submitted by customers shall be directly connected to a local or regional office that oversees the Jonesboro area. The office shall be staffed with customer service oriented individuals familiar with the Jonesboro area, including the level of service, collection protocol and geographical features. Complaints shall not be routed through a call center or automated answering service.

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- 3.6 Manager: The Contractor shall provide a competent Manager within the City service area while the work is being conducted, accessible to the City with authority to act for the Contractor in monitoring the work required. Communications shall be between the Manager and the Director of Public Works or his designee(s).
- 3.7 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, carts, and labor necessary to adequately, safely, efficiently, and properly collect and transport garbage from accounts serviced. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and gated communities. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

The Contractor shall at all times maintain scheduled, uninterrupted service, including the availability of sufficient personnel and equipment to complete the collection service requirements in the event of work stoppage due to equipment failure, employee actions or otherwise.

- 3.8 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste on a regular basis.
- 3.9 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

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3.10 **Roadways and Access:** The Contractor shall interfere as little as possible with the public use of roads, walks and driveway access to houses and businesses; and shall make such temporary provisions as are required to maintain at least one open lane of traffic.

The Contractor shall handle rollout carts and/or bins in a careful manner to avoid spillage and unreasonable damage. All rollout carts and/or bins shall be returned to the proper curbside or backdoor position, upright, with the lids closed. No rollout cart and/or bin shall be left in front of mailboxes or in a manner that would block a driveway. If access to a rollout cart and/or bin is blocked, the Contractor shall notify customer by providing a door knob hanger to explain why service was not provided. The Contractor will subsequently notify the City. The owners of private properties or private access will maintain in a passable and usable condition adequate access for removal of service of rollout carts.

3.11 **Employees:** Contractor's employees shall interact and respond to customers and citizens courteously and shall avoid abusive or obscene language or behavior. Personnel shall wear clean and appropriate uniforms.

3.12 **Compliance with Laws:** The Contractor shall comply at all times with applicable federal, state and City laws and regulations.

3.13 **Notice to Customers, Education and Public Information Announcements:** Door hangers, approved by the City, shall be utilized by the Contractor to relay information to customers in the event that service cannot be provided at a location. The door hanger shall identify the reason why service has been denied.

4. BILLING

4.1 City shall provide billing and bill collection services during the term of the contract unless otherwise agreed upon.

4.2 The City will pay the Contractor on a monthly basis for active accounts only, pro-rated, based on the timely invoice with details regarding each residence within fifteen (15) days of the end of each month during which collection services are provided.

4.3 The City shall notify contractor in writing of any customer that has failed to pay the City for collection services; contractor shall cease servicing such delinquent account until notified by the City. The contractor shall have the right to cease servicing any unit if they are performing the billing service.

5. ADJUSTMENTS

5.1 The contractor and the City shall reach a mutual agreement prior to any Unit cost increases are approved.

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5.2 Adjustments of unit quantities by reason of change in the number of customers to be served shall be an annual adjustment in the number of units as of the first day of September immediately preceding the beginning of the new contract year. These unit quantities are not subject to increase for any reason other than annexation at any time other than the beginning of a contract year. In the case(s) of annexation, the Contractor shall be entitled to additional compensation beginning with the first day services are required in any newly annexed area in accordance with the per unit cost scheduled hereinafter set forth.

6. BOOKS AND RECORDS

The City and Contractor shall maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

7. DAMAGES FOR FAILURE TO PERFORM AND TERMINATION FOR CAUSE

7.1 The City expects high levels of customer service and collection efficiency. Performance failures will be discouraged, to the extent as possible, through penalties for certain infractions and thru default and termination under more serious performance failures as described below.

7.2 Penalties may be levied for reported failures of service by the contractor if the deficiency is not addressed and corrected within 24 hours.

- Failure to deliver rollout cart and/or recycle bin (48 hour response) - \$25.00 each occurrence.
- Failure to collect properly placed solid waste, yard waste or recyclable material within 24 hours of the customer complaint - \$50.00 each occurrence.
- Failure to provide required reports to the City as described above - \$50.00 each occurrence.

8. INFRASTRUCTURE MAINTENANCE FEE

8.1 The City is considering amendments to its charter and/or code of ordinances (which may take effect before this RFP process is complete) that would allow the City to contract with multiple providers of sanitation collection services and impose upon such providers an infrastructure maintenance fee (consisting of a percentage of gross receipts collected from City customers). If the amendments are adopted, such amendments will likely apply to successful bidder(s).

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PROPOSAL PRICE SHEET

Proposal Option 1 - Curbside Collection Services – City Bills Customers (costs and rates must include all fees, charges, and surcharges.)

Rate per month, per Unit, for curbside garbage collection \$_____

Rate per month, per Unit, for curbside recycling collection \$_____

Rate per month, per Unit, for curbside yard waste collection \$_____

Rate per cubic yard dumpster service

Dumpster Pricing		Weekly Collection Frequency		
Cubic Yds.	Total	1x	2x	3x
2	Rate/Mo.			
4	Rate/Mo.			
6	Rate/Mo.			
8	Rate/Mo.			

Contractor to provide curbside bulk collection Yes No

If yes, provide rate per month, per home or price sheet for bulk collection.

Total Combined Monthly Rate \$_____

Cost to purchase City garbage receptacles \$ _____

Provide Information on rate(s) for extra picks

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PROPOSAL PRICE SHEET

Proposal Option 2 – Collection Services Vendor Responsible for Billing Services (costs and rates must include all fees, charges, surcharges, and extra pick-ups.)

Rate per month, per Unit, for curbside garbage collection \$_____

Rate per month, per Unit, for curbside recycling collection \$_____

Rate per month, per Unit, for curbside yard waste collection \$_____

Rate per month, per Unit, for contractor provided billing service \$_____

Rate per cubic yard dumpster service

Dumpster Pricing		Weekly Collection Frequency		
Cubic Yds.	Total	1x	2x	3x
2	Rate/Mo.			
4	Rate/Mo.			
6	Rate/Mo.			
8	Rate/Mo.			

Contractor to provide curbside bulk collection Yes No

If yes, provide rate per month, per home or price sheet for bulk collection.

Total Combined Monthly Rate \$_____

Provide Information on rate(s) for extra picks

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REQUEST FOR PROPOSAL**

ATTACHMENT 1

Attachment: RFP- Sanitation Services (1065 : Municipal Sanitation / Solid Waste)

CITY OF JONESBORO
REQUEST FOR PROPOSAL

ATTACHMENT 1

CURRENT OPERATIONS

Customers

- 2,139 customers
 - 2,139 residential units of which 20 are door service residential collections
 - 67 small commercial accounts

Collections

- Solid Waste collection is done 2 days a week (Wednesday - Thursday)
- Recycle collections – (N/A)
- Green Waste & tree trimmings are collected as requested.
- Containers
 - 95 gallon residential rollout carts – 1500 (Total)

Tonnage

- Household trash – 9,000 tons
- Green Waste – N/A
- Recycle – N/A
- Bulk Materials collections paid service – _____ tons collected

City Facilities

	<u>95 gallon</u>	<u>64 gallon</u>	<u>Dumpster</u>
City Hall	3	0	0
Public Works	0	0	6 cy
Firehouse Community Center	3	0	0
Lee Street Park	0	0	0
Battleground Park	2	0	0
Massengale Park	3	0	0
Police Department	0	0	3cy

**CITY OF JONESBORO
REQUEST FOR PROPOSAL**

ATTACHMENT 1

FEDERAL WORK AUTHORIZATION PROGRAM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual firm, or corporation which is contracting with the City of Jonesboro, has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs 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), in P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Jonesboro, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Jonesboro at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer Agent

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**CITY OF JONESBORO
REQUEST FOR PROPOSAL
ATTACHMENT 2**

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs 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").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 131-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF _____, 20____

Notary Public

My Commission Expires: _____

**CITY OF JONESBORO
REQUEST FOR PROPOSAL
ATTACHMENT 2**

**300-10-1-08 Subcontractor Affidavit (Georgia Administrative Code)
O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Jonesboro has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs 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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Jonesboro, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Jonesboro at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. Sec., 13-10-91. History. Original Rule entitle "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

CITY OF JONESBORO
REQUEST FOR PROPOSAL

ATTACHMENT 3

INSURANCE REQUIREMENTS

The Contractor shall be responsible to the City from the time of the signing of the agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the contractor, or any of its subcontractors, its agents, employees or others working at the direction of the contractor or on its behalf. The contractor shall procure the insurance coverage identified below at the contractor's expense and shall furnish the City an insurance certificate listing the City of Jonesboro as the certificate holder and as an additional insured and should read "The City of Jonesboro, Georgia, 124 North Ave., Jonesboro, GA 30236". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of City as certificate holder
- (i) Project Name and Number
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty day notice of cancellation or non-renewal

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in the contract shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Jonesboro and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed contract.

CITY OF JONESBORO
REQUEST FOR PROPOSAL

ATTACHMENT 3

The contractor also agrees to purchase insurance and have the authorized agent stated on the insurance certificate that the contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The contractor shall require all subcontractors performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

State of Georgia statutory limits required:

- (i) \$1,000.000;
- (ii) \$1,000.000 each accident;
- (iii) \$1,000.000 disease policy limit; and
- (iv) \$1,000.000 disease each employee.

- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:
 - (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
 - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
 - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
 - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
 - (v) General Aggregate \$ 2,000,000.00.
- (c) The contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each occurrence.

RFP # 2016-05

ADDENDUM II

Since the issuance of the RFP, staff has worked to clarify some of the information contained within the RFP. Listed below is a list of questions/answers relative to the RFP.

o **General questions -**

- o A copy of your current route sheets – **Provided upon request**
- o What is the proposed contract start date -**Tentative January 2017**
- o Number of customers serviced each day – **Wednesday (549) Thursday (535)**
- o Is the bulk collection weekly, quarterly, annually; - **Weekly**
- o Average amount of recycling, yard waste, bulk pick and solid waste per year – **989.68 total tonnage for 2015**
- o Page Section 3.8 of the Specifications (page 12) states that Contractor shall not be obligated to pick up hazardous waste on a regular basis, but neither hazardous waste nor any other type of waste is excluded from the contract. Can the City provide a definition for the types waste and recyclables are acceptable, and what would be excluded materials. **At current, the City does not pick up paint, chemicals, motor oils, large amounts of cooking oil. Metal is accepted but must be placed outside the garbage receptacle.**
- o Section 3.1 of the Instructions states that if a Corporation makes the bid, the Corporate Certificate must be executed. Can you confirm the type of corporate certificate that is needed? **Corporate entity certification from the GA Secretary of State's Office (i.e. establishment of LLC, Sole Proprietorship, etc.)**
- o Would the successful bidder have an opportunity to negotiate the terms of the contract? If so, would they be permitted to negotiate for more than the 10 days allotted in this bid document. **Yes. No longer than 30.**
- o Section 7.1 of the instructions provides that the contract must be executed within ten days of the award. Can you confirm that the successful bidder will be expected to sign the Contract without negotiation? We request the opportunity to negotiate a mutually agreeable contract if WM is the successful bidder. **The City would like the contract executed no more than 30 days have negotiations have ended.**
- o Section 2.3 of the Specifications allows for back door service for residents meeting medical exemption requirements at no additional charge. Has the City indicated how many residential customers currently receive such service? **At current, the City has a total of 47 residents that receive the backdoor service.**
- o Section 8 - the City is considering amending its Charter to allow more than one service provider. Is the City intending to make such an amendment before the Contract is awarded? **Yes, a Charter amendment approved by Mayor & Council, would be required prior to execution of contract.**

- o To confirm if the contractor is eligible for an additional 5 year (for a total of 10 years) if the contractor does not provide notice, 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.
- o Can you provide the amount of the infrastructure maintenance fee that the City is proposing? **No more than 5% of gross receipting.**
- o Please confirm if there are 20 or 30 back door customers. This number varies in the contract and we want to confirm the exact total. **Approximately 47**
- o Will the City inspect vehicles to ensure that they comply with the request that they are cleaned and sanitized once a month? **On an as needed basis...complaint driven.**
- o Does the City want new waste and recycle containers or will the vendor service the City's containers. **The City would like a quote on the successful vendor servicing the City containers and/or purchase of the containers.**
- o Vehicles typically adhere to corporate standards. Is the City flexible on ways to be sure that citizens have access to the contractor's telephone number and unit number? **The City wants to ensure that customer service is of the upmost importance. The City is open to flexible communication upon approval by the City Administrator and/or the Mayor.**
- o Can you provide the address of the commercial containers that would be serviced for free? **Yes. These would only be at City Hall & the Firehouse Museum.**
- o Is waste required to be picked up outside of the cart? **The only exception is for metal products.**
- o Current age of carts on the street? **Less than 2 years old.**
- o Can we reschedule the current service days? **Yes, with prior approval of the City Administrator and/or Mayor**
- o Is recycling a part of this contract? **At current the city does not provide recycling.**
- o Clarify the restrictions surrounding yard waste? **No more than 4 feet, does not have to be bagged. Customers notify City Hall when yard waste has been placed on street and pickup is scheduled.**
- o Are back door customers required to provide a doctor's note to receive this service? **Not at current it has been based off of an "Honor" system; however, the City seeks to provide a policy guideline for backdoor customers to include a doctor's note.**
- o **No quotes are required for Commercial Sanitation**
- o **In 2014, the City purchased 425 95-Gallon Refuse Containers w/ 10" Plastic Snap-on wheels. Of these 425, the City currently has 68 brand new cans that have not been**

distributed to customers and 6 used. We will be keeping 20 of the new cans. Please provide quotes on above numbers.