



REQUEST FOR PROPOSALS (RFP)# 18-015-G
For
Solid Waste Compactor and Hauling Services
Schedule of Events

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	January 11, 2018
Pre-bid Conference - not mandatory	January 29, 2018, 2:00 PM Local Time
Deadline for Receipt of Written Questions	January 31, 2018
ITB Response Due Date	February 13, 2018, 2:00 PM Local Time
ITB Opening	February 13, 2018, 2:30 PM Local Time
Anticipated Award Date	March 12, 2018

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

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

purchasing@roswellgov.com

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

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PROPOSAL LETTER

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

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals RFP 18-015-G - Solid Waste Compactor and Hauling Services for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

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

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

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

PROPOSAL SIGNATURE AND CERTIFICATION

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

Authorized Signature for Offeror _____

Date _____

Print/Type Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFP CHECKLIST

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

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

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

PROJECT OVERVIEW

The City of Roswell (The Client) seeks the services of a qualified contractor to provide a commercial roll off collection unit with a trash compactor with access control system, collection, and disposal services.

Major elements of the project include provision of a commercial roll-off trash collection unit with an automated access system and self-contained compactor, related service and maintenance of the unit, and collection and disposal of associated waste.

SECTION 1: RFP INSTRUCTIONS

1.1 Single Point of Contact

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

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

1.2 Required Review

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

1.3 Pre-Proposal Conference

A pre-proposal conference (if a date is provided for one in the Schedule of Events) will be conducted for this RFP on the date and at the time listed in the Schedule of Events in the City Council Chambers of Roswell City Hall located at 38 Hill Street, Roswell, GA 30075. The Schedule of Events will state if the

Pre-bid Conference is mandatory. If the Pre-Bid Conference is not listed as Mandatory, then attendance is not required, but highly recommended.

1.4 Submitting a Sealed Proposal

1.4.1 **Organization of Proposal:** Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

Proposals shall be submitted in two parts: Technical Proposal and Cost Proposal. Offerors must organize their proposals in the following format with tabs separating each section:

A. Technical Proposal

1. Proposal Letter – Offeror's authorized representative(s) shall complete and sign the Proposal Letter on page 4 of this RFP and return it with the proposal.
2. *Section 3, Scope of Project/Specifications* – Offeror shall respond comprehensively and clearly to the requirements of *Section 3.1* and shall include all documents, information, exceptions, clarifications, etc., as requested therein. Number the responses so they are keyed to the paragraph of the RFP that the response addresses. If the Offeror cross-references supplemental materials as enclosures or appendices or annexes to the proposal, be sure that this information is numbered in the supplemental materials showing exactly what paragraph in the RFP the supplemental material is addressing.
3. Standard Contract – Offeror's authorized representative(s) shall execute the contract provided upon award and return it with the proposal.
4. Standard Forms – Offeror's authorized representative(s) shall complete the standard forms attached to the contract provided upon award. The standard forms include legal requirements that must be met before formal negotiations can be completed and the award process commenced.
5. Addenda – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with proposal.
6. THE TECHNICAL PROPOSAL MUST NOT INCLUDE ANY COST FIGURES.

B. Cost Proposal

1. Cost Proposal Format – Offerors must present a Cost Proposal response as outlined in *Section 4*. The Cost Proposal format outlined in *Section 4* will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Offeror's cost/price. Do not qualify the Cost Proposal with "If ..., then" statements. A qualified Cost Proposal may be rejected and not be further considered.

2. Proposal Price Certification - Offeror's authorized representative(s) shall complete and sign the Proposal Price Certification contained in *Section 4* and return it with the Cost Proposal.

1.4.2 **Failure to Comply with Instructions:** Offerors failing to comply with these instructions may be subject to scoring reductions. The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Multiple Proposals:** If more than one bid is submitted by an Offeror, or by any person or persons representing the Offeror, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to an Offeror may submit prices to other Offerors, and may submit a direct and complete bid for the project to the Owner on its own behalf.

1.4.4 **Copies Required and Deadline for Receipt of Sealed Proposals:** All proposals must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

A. Technical Proposal:

- i. One (1) hard copy marked "Original" with original signatures; and
- ii. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

B. Cost Proposal:

- i. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope marked "Cost Proposal" with the Offeror's name, address, RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets shall not be included in proposal original or copies.

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

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

A. **Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the Purchasing Office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

B. **Proposal Withdrawal:** An Offeror requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

C. **Proposal Correction** If an obvious clerical error is discovered after the proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be

on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.5 Offeror's Certification

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

1.6 Cost of Preparing a Proposal

- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of its proposal.
- 1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this RFP become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFP process.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.1. Authority

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

2.2. Receipt of Proposals and Public Inspection

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

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

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

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

2.3. Classification and Evaluation of Proposals

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

2.3.2 **Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

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

2.4. **Roswell’s Rights Reserved**

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

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

SECTION 3: SCOPE OF PROJECT/SCOPE OF SERVICES

3.1 Scope of Project

Supply of a commercial trash compactor with access control system, reporting, collection, and disposal services.

3.2.1 BACKGROUND INFORMATION

Historic Downtown Roswell (Downtown) is a place where residents can stroll, shop, and dine. The Downtown area roughly extends from Magnolia Street on the South, Norcross Street on the North, Alpharetta Street on the East, and Webb Street on the West. In 2015, the City developed a plan for the Downtown, the East West Alley Master Plan (Plan), with input from property owners, businesses, elected officials, City staff, and the public. The Plan can be downloaded at <http://roswellgov.com/government/departments/community-development/plans-projects/east-west-alley-master-plan#east>.

The East Alley Project being conducted by the City is the first project from the Plan to be implemented. The East Alley Project includes construction of a solid waste compactor¹ enclosure (East Alley Compactor Site) (see Exhibit B for design plans) as well as improvement to the pedestrian access and walkability, reconfiguration and repaving of the parking lot, installation of underground utilities, and other components. The construction of the East Alley Compactor Site is estimated to be completed by April 1, 2018. In the future, the City may construct a second solid waste compactor enclosure for the West Alley. Figure 1 is a map of the East Alley.

¹ Compactor shall mean a roll-off with a self-contained compaction mechanism. The loaded compactor with the self-contained compaction mechanism will be collected from the site and the empty compactor with the self-contained compaction mechanism will be returned to the site.

Figure 1: East Alley Map¹



City crews currently collect solid waste from Downtown East Alley and West Alley via shared dumpsters and transport the solid waste to the City transfer station located at 1802 Hembree Road, Alpharetta, Georgia 30009. With the construction of the East Alley Compactor Site, the City plans to transition the East Alley solid waste collection from a dumpster serviced by the City to a compactor owned and serviced by a private hauler. To assist with reducing hauling and disposal costs, solid waste collected from the East Alley Compactor Site will continue to be transported to the City transfer station. The City may transition the Downtown West Alley solid waste services to a similar program in the future.

To assist Proposers, the City gathered data of solid waste tonnage collected from the Downtown East Alley and West Alley from May 5 to May 27, 2017. Based on the data gathered, the City estimates that 11.29 tons of solid waste is collected from Downtown East Alley and West Alley per week of which approximately 4.51 tons is from customers in the East Alley. Table 2 provides a summary of the estimated solid waste tonnage collected from the Downtown. The City does not have any additional historical information related to solid waste collected for the Downtown.

Table 1: Estimated Downtown East Alley and West Alley Solid Waste Tonnage¹

Location	Average Tons per Week ²	Average Tons per Month ³
East Alley	4.51	19.56
West Alley	6.77	29.35
Total	11.29	48.91

1. Based on tonnage data from May 5 to May 27, 2017. Average tonnage values were used for dates which tonnage data was not reported.

2. Assumed East Alley and West Alley tonnage was 40% and 60% of total tonnage respectively.

3. Monthly average extrapolated from tonnage data from May 5 to May 27, 2017

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

3.2 Scope of Services

3.2.1 Collection Services

The successful Proposer must provide a means to record the compactor percent full and provide real-time access via internet to compactor percent full information to the City. The City shall determine the collection frequency; however, the collection frequency shall be at a minimum once per week. The successful Proposer shall provide collection services in accordance with the collection frequency specified by the City. The successful Proposer shall be responsible for unlocking and locking the East Alley Compactor Site prior to and after provision of collection services

3.2.2 Disposal Services

The successful Proposer shall transport the compactor to the City transfer station located at 1802 Hembree Road, Alpharetta, Georgia 30009. The City shall accept the solid waste from the East Alley Compactor Site at no cost to the successful Proposer. If the City transfer station is unable to accept solid waste, the successful Proposer shall receive prior approval from the City to dispose of the solid waste at a disposal site properly authorized under all applicable federal, state and local laws.

3.2.3 Service Days and Schedule

The successful Proposer shall provide services from Sunday thru Saturday. The successful Proposer shall perform all services, commencing at arrival at the site to unlock and open gates and collect the loaded compactor and concluding at the departure from the site after provision of the empty compactor and closure and locking of gates, between 6:00 AM, Eastern Time and 11:00 AM, Eastern Time. The successful Proposer shall perform all services within a maximum of two (2) hours, commencing at arrival at the site to unlock and open gates and collect the loaded compactor and concluding at the departure from the site after provision of the empty compactor and closure and locking of gates. Exceptions to service days and schedule shall be affected only upon the mutual agreement of the City and the successful Proposer.

The City shall determine the collection days for all services. Excluding call-in services, the successful Proposer shall perform services at approximately the same time each week. The successful Proposer shall not change collection days or schedules without written authorization by the City.

If a holiday per Section 3.02.06 falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Saturday's material shall be collected on Sunday.

3.2.4 Holidays

The following shall be holidays for purposes of this contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The successful Proposer may decide to observe any or all of the above- mentioned

3.2.5 Spills, Leaks, and litter

The successful Proposer shall exercise care to prevent spilling, leaks and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful Proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractors while performing services under the contract. Proposer shall equip each vehicle with the proper tools to adequately clean up any spillage. In addition, Proposer shall equip and maintain a spill cleanup kit in the enclosure at the East Alley Compactor Site.

3.2.6 Compactors Purchase, Maintenance and Other Specifications

The successful Proposer will be responsible for purchase, ongoing repair, replacement, warranty issues, and other requirements related to the compactors. Damage to compactor is at the successful Proposer's risk.

Compactors shall have a capacity of 30 to 35 cubic yards and can be able to be contained in the enclosure. Compactors shall be a roll-off with a self-contained compaction mechanism. Compactors shall be painted a uniform color, bear the name and telephone number of the successful Proposer, and bear a serial number coded for the compactor size. The successful Proposer is responsible for removing graffiti from its compactors. If the City so requires, a compactor shall be cleaned or repainted within seven (7) days.

Each compactor of the successful Proposer is subject to inspection by the City and approval. The successful Proposer shall repair or replace within one business day any compactor that the City determines does not comply with applicable law, constitutes a health or safety hazard, or does not meet the requirements of the contract.

3.2.7 East Alley Compactor Site Maintenance

The successful Proposer shall collect all solid waste set-out at East Alley Compactor Site whether contained in or outside compactor. The successful Proposer shall be responsible for routine maintenance of the East Alley Compactor Site. The City shall be responsible for non-routine maintenance of the East Alley Compactor Site.

3.2.8 Customer Service and Complaint Resolution

The City will be primarily responsible for complaints and the City will forward complaints to the successful Proposer for resolution.

The successful Proposer shall give each complaint received prompt and courteous attention. At a minimum, the successful Proposer's complaint procedure shall provide that the customer complaint shall be responded to within 24 hours of receipt of such complaint and shall be promptly resolved. If the successful Proposer is unable to resolve a complaint within 36 hours, the successful Proposer will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.

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

The successful Proposer shall provide a single source contact for the City for complaints or other city needs and shall communicate back with City within two (2) hours of initial outreach.

3.2.9 Reporting

Reports shall be in a format approved by the City.

The successful Proposer shall promptly report to the City when the compactor percent full exceeds 50 percent.

In addition, the successful Proposer shall provide the following weekly and monthly reports to the City. Complete and accurate weekly reports must be submitted to the City by 10:00 AM, Eastern Time each Monday. Complete and accurate monthly reports must be submitted to the City on or before the tenth (10th) of each month. Weekly and monthly reports must contain the following information:

- (a) **Customer Usage Log** – Spreadsheets listing the counts of usage by customer by date and time. The spreadsheet must also include month-to-date.

(b) **Amount of Solid Waste Collected** – Spreadsheet listing amounts (in tons/pounds) of solid waste collected by date. The spreadsheet must also include month-to-date totals.

3.2.10 Site Security and Utilities

The City is evaluating security options for the East Alley Compactor Site. In addition, the City shall pay for water, power, and security related equipment and monitoring.

3.2.11 Billing

The successful Proposer must provide a means for each customer to access the compactor, record the usage by customer, and provide real-time access via the internet to customer usage information to the City.²

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

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

SECTION 4: SUBMITTALS

4.1 Technical Proposal

4.1.1 **Technical Proposal Requirements:** The Proposal must contain ALL of the required paperwork. ALL forms in Section 4.2 Required Forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order. Refer to the table that follows to assist you in your submission.

Required Format of Proposal:
1. Proposal Cover Letter and General Forms
2. Proof of Satisfaction of Minimum Requirements
3. Proposed Approach, Equipment, Experience, and Financial Stability
4. Required forms (section 4.2, including Financial Proposal)
5. Brochures, Flyers, Promotional Material

PROPOSAL COVER SHEET AND GENERAL FORMS

² Usage shall mean the number of instances a customer opens the compactor door.

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

In addition, Proposers shall complete the following forms:

Form 1- Statement of Organization

Form 2- Other City RFP Forms such as Non-Collusion Affidavit and Conflict of Interest

PROOF OF SATISFACTION OF MINIMUM REQUIREMENTS

Ability to Acquire Insurance

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

Minimum Experience

Proposer shall have a minimum of one (1) year successful experience providing solid waste services via compactors. For each reference, Proposer shall provide the following information:

- a. Name of customer and description of services provided.
- b. Contact person, including name, title, phone number, and email address.
- c. Number of years of service and year in which services began.

PROPOSED APPROACH, EQUIPMENT, EXPERIENCE, AND FINANCIAL STABILITY

Proposed Approach

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

1. Provision of collection services including estimated turnaround time commencing at arrival at the site to unlock and open gates and collect the loaded compactor and concluding at the departure from the site after provision of the empty compactor and closure and locking of gates
2. Alternative plan (e.g. back-up plan) if compactor is not operational
3. Maintenance of East Alley Compactor Site including proposed approach for collection of all solid waste contained in and outside compactor and description and schedule for routine maintenance
4. Recording and reporting of customer usage of the compactor (e.g. number of instances a customer opens the compactor door) and amount of solid waste collected from the East Alley Compactor site
5. Recording and reporting of compactor percent full
6. Provision of billing responsibilities including means for each customer to access the compactor, approach for recording the usage by customer, and provision of real-time access via the internet to customer usage information to the City

Equipment

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

Collection Vehicle. The description shall include: Manufacturer, model, age, and appearance (e.g. colors and logos) of proposed collection vehicle(s). Photos of the proposed collection vehicle(s) should be included. Number of spare collection vehicles available to be used to perform the scope of service.

Compactor. The description shall include: Manufacturer, model, age, capacities, compaction ratio, and appearance (e.g. colors and logos) of proposed compactor. Photos of the proposed compactor should be included.

Number of spare compactors available to be used to perform the scope of service.

Description of maintenance program for compactor, including a proposed frequency of cleaning compactor.

4.2.1 Experience

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

- 1. Company Experience.** Briefly describe in narrative format the Proposer's experience that is relevant to this RFP. In addition to those customers identified above, Proposers shall provide references for a minimum of three (3) other customers for which the Proposer is currently providing similar services (similar services would be defined as large capacity solid waste removal bin with compactor, with restricted access). For each reference, Proposer shall provide the following information:
 - a. Name of customer and description of services provided.
 - b. Contact person, including name, title, phone number, and email address.
 - c. Number of years of service and year in which services began.

- 2. Contracts Ended Prior to the Expiration Date.** Identify any contracts in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:
 - a. Assignment of the agreement to another vendor;
 - b. Termination of the agreement;
 - c. Mutual agreement with the customer to discontinue service; and/or
 - d. Other reason.

- 3. Other Performance History Information.** The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency or any state or local enforcement agency in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters. The list shall include name of the regulatory

agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Georgia, Florida, South Carolina, Alabama, and the state of Proposer headquarters.

4.3.1 Financial Stability

Proposers shall submit the following information related to financial stability:

Briefly describe in narrative format the Proposer’s financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC required Management Discussion.

Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this contract. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.

Disclose whether Proposer or parent company has ever filed for bankruptcy.

FINANCIAL PROPOSAL

Proposer shall complete Form X- Financial Proposal.

BROCHURES, FLYERS, PROMOTIONAL MATERIAL

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

Form 1: Statement of Organization

1. **PROPOSER**

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact Person: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-Mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

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

(a) _____

(b) _____

(c) _____

2. **SUBCONTRACTOR**

List of all firms participating in this submittal.

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

Form 2: Financial Proposal

The Rental and Maintenance Fee shall remain fixed for the term of the contract. The Collection Fee shall be adjusted in accordance with Section 6.15 of the RFP.

	Rental and Maintenance Fee ¹ (Per Month)	Collection Fee ² (Per Pull)
30 – 35 CY Compactor		

1. Proposed fee includes all costs for provision of compactor, compactor rental, compactor maintenance, maintenance of East Alley Compactor Site, etc.
2. Proposed fee includes all cost not included in Rental and Maintenance Fee including, but not limited to, opening and closing of gates, unlocking and locking of gates, collection of compactor, transport to disposal site, etc.

Proposal Price Certification

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

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME _____

Form 3: Contractor Affidavit under O.C.G.A. § 13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Roswell, Georgia
Name of Public Employer

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

Executed on _____, __, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Buyer to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a scoring based on the information provided in Sections 3 through 5 of this RFP. This RFP requires a site visit for presentations/demonstrations with one or more selected Offerors.

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

- A. Technical Requirements
 - a. Proposed Approach
 - b. Proposed Equipment
 - c. Experience with similar work (access controlled volume solid waste compactors and related services)

- B. Price

After each member of the Evaluation Committee reviews and ranks the proposals, the evaluation committee member ranking related to each technical will be averaged and the proposals with the lowest scores will have the most favorable scoring.

Scores for pricing will be evaluated using the same method.

SECTION 6: TERMS AND CONDITIONS

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

6.0 Additional Contract Provisions and Terms

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

6.1 Performance Prior to Contract Execution

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

6.2 Contract Term

The term of contract shall be three (3) years beginning on a mutually agreed upon date but no later than April 1, 2018, with up to two (2) renewal terms of one (1) year each. The City may upon written notice to the successful Proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

6.3 Subcontractors

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

6.4 Bonding Requirements

>> Insert Bonding requirements if any<<

No bonds are required for this RFP.

6.5 General Insurance Requirements

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

- **Statutory Workers' Compensation Insurance:**

Employers Liability:

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

- **Comprehensive General Liability Insurance:**

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

- **Comprehensive Automobile Liability Insurance:**

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

- **Excess Umbrella Liability Insurance:**

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

6.6 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor

does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.7 Compliance with Illegal Immigration Reform and Enforcement Act

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

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

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

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

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from

such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

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

6.8 Compliance with Laws

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

6.9 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

6.10 Contract Termination

The City of Roswell may, by written notice to the Offeror, terminate any resulting contract without cause. The City of Roswell must give notice of termination to the Offeror at least 30 days prior to the effective date of termination.

6.11 Invoicing and Payment

The successful Proposer must provide a means for each customer to access the compactor, record the usage by customer, and provide real-time access via the internet to customer usage information to the City.³

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

Invoices shall be submitted to:

Roswell Finance Department
Attn: Cash Disbursements
cashdisbursements@roswellgov.com
38 Hill Street
Roswell, GA 30075

The successful Proposer shall bill the City in accordance with contract and then-current rate schedule. The City shall remit to the successful Proposer payment, less any disputed amounts, administrative charges, and payments withheld in accordance with the contract, for services rendered by the successful Proposer and billed by the City for the prior month. The successful Proposer shall not receive any other payments for services.

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

6.12 Miscellaneous

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

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

6.13 Exclusive Services

The successful Proposer shall have the exclusive right to provide solid waste compactor services at the East Alley Compactor Site. The City and the successful Proposer may, by mutual agreement, amend the contract to provide solid waste compactor services at other sites during the term of the contract. The successful Proposer, not the City, shall be solely responsible for defending the rights granted to the successful Proposer herein against third parties including other haulers.

6.14 Administrative Charges

The successful Proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful proposer agrees, in addition to any other

³ Usage shall mean the number of instances a customer opens the compactor door.

remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and City may require payment by the successful proposer of the charges set forth for each act

1. Failure to complete all collections between 6:00 a.m. and 11:00 a.m.: \$100 per hour.
2. Failure to perform all services within a maximum of two (2) hours, commencing at arrival at the site to unlock and open gates and collect the loaded compactor and concluding at the departure from the site after provision of the empty compactor and closure and locking of gates: \$100 per hour.
3. Failure to submit an accurate report in the specified format, as required by the contract: \$100 per report per calendar day.
4. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
5. Failure to execute back-up plan as proposed and approved in contract: \$200 per hour.

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

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

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

6.15 Modification to Rates

The successful Proposer's costs for the compactor are fixed and will be incurred at the beginning of the contract. Therefore, the Rental and Maintenance Fee shall remain fixed for the term of the contract.

The Collection Fee shall be adjusted in accordance with this section. The successful Proposer may submit a written request for modification to the Collection Fee on or before April 1, 2019 and every April 1st thereafter. If the successful proposer fails to submit a written request for modification to the Collection Fee on or before April 1st, the successful proposer waives the right for a modification to the Collection Fee.

The Collection Fee shall remain fixed from the execution of the contract through April 1, 2019. The adjustment, increase or decrease, shall be a composite of two indices, including the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth herein. The successful proposer agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed five percent (5%) for any single year.

1. **CPI Adjustment.** Collection Fee will remain fixed, and will not be adjusted for changes in the CPI (as hereinafter defined), until April 1, 2019. Commencing on April 1, 2019 and continuing

annually on each October 1st, Collection Fee shall be adjusted by eighty percent (80.0%) of the Consumer Price Index, Atlanta Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") increase or decrease from the most recent October to the preceding April. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

2. **Fuel Adjustment.** Rates will remain fixed as set forth in Form 2, and will not be adjusted for changes in fuel price (as hereinafter defined), until April 1, 2019. Commencing on April 1, 2019, and continuing annually on each April 1st, Collection Fee shall be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the East Coast increase or decrease during the preceding twelve months. The Fuel Adjustment shall be based on the change in the index from the most recent price as of April 1st and the price as of the previous April 1st.

CONTRACT AGREEMENT

This Contract for the «TITLE» Project (the “Project”) is made as of the ____ day of _____ 2017 (the “Execution Date”) by and between _____, (“Contractor”) and The **City of Roswell** (“City”). Contractor and City may be referred to individually as a “Party” or collectively as the “Parties”.

CONTRACT:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Project located in Roswell, GA, as well as all work incidental and pertinent thereto all in accordance with the Contract (hereinafter designated the “CONTRACT”); **ITB# «NUMBER» «TITLE»** (hereinafter designated the “Proposal”), a copy of which is attached hereto as Exhibit A and incorporated herein; and the **CONTRACTOR’S Response to ITB# «NUMBER» «TITLE»** (Exhibit B) (hereinafter designated the “Response”). In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
2. The term of the CONTRACT shall begin on the Execution Date above, and shall be for the duration of the project, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The CONTRACTOR is required to submit to the City a Certificate of Insurance prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties. Work shall commence with adequate force and equipment within ten (10) days from the Notice to Proceed from the City and shall be completed within «LIQUIDATED_DAMAGES» calendar days thereafter.

3. Pricing

The City shall pay the CONTRACTOR for the CONTRACTOR’S performance in accordance with the amounts established in CONTRACTOR’S Completed Price Bid Form or the amount finally awarded by City (\$_____). The City shall pay the Contractor in accordance with the prices stipulated in the Bid Schedule based upon verified quantities. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. The contractor shall invoice the City on a monthly basis for actual quantities completed.

4. Termination

(a) *Termination by City:* City may at its sole option terminate this CONTRACT by giving the CONTRACTOR thirty (30) days written notice. Should the CONTRACTOR fail to fulfill in a timely and

proper manner its obligations under this CONTRACT or if it should violate any of the terms of this CONTRACT, the City shall have the right to immediately terminate the CONTRACT. Such termination shall not relieve CONTRACTOR of any liability to the City for damages sustained by virtue of any breach by CONTRACTOR. A reasonable period of time to cure a CONTRACTOR breach of CONTRACT can be negotiated with the CONTRACTOR selected.

(b) *Termination by CONTRACTOR.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty (60) days after written notice thereof by CONTRACTOR to City, which shall specify such failure with particularity.

(c) *Continuing Obligations.* If this CONTRACT is terminated pursuant to this Section 4, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this CONTRACT within thirty (30) days after the effective date of termination.

(d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, and explosions; provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

5. Representations and Warranties

(a) *Representations by CONTRACTOR.* CONTRACTOR hereby represents and warrants to City that:

(i) CONTRACTOR is a for profit company duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) CONTRACTOR has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of CONTRACTOR.

(iii) This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes the legal, valid and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by CONTRACTOR does not, and the

consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which CONTRACTOR is now a party or by which CONTRACTOR may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to CONTRACTOR.

(b) *Representations by City.* City hereby represents and warrants to CONTRACTOR as follows:

(i) City is duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) City has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of City.

(iii) This CONTRACT has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particularly purpose.

6. Indemnification

CONTRACTOR hereby agrees to hold harmless and indemnify City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages, demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or

any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by CONTRACTOR in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by CONTRACTOR in this CONTRACT; or (iii) any violations of law by CONTRACTOR in performing its obligations under this CONTRACT.

7. Insurance

The CONTRACTOR, at all times that this CONTRACT is in force, agrees to provide, as a minimum, worker's compensation, commercial general liability, and automobile liability insurance coverage in accordance with the Insurance Requirements provided in Section 6.7 of ITB [BID_NUM].

8. Compliance with All Laws and Licenses

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

9. Assignment

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

10. Amendments in Writing

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

11. Policy on Hiring of Non-Resident Aliens

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

12. Boycott of Israel.

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in a boycott of Israel, as defined in O.C.G.A. 50-5-85

13. Inclusion of Documents, Exhibits

ITB# «NUMBER» and the Contractor's proposal submitted in response thereto, including any best and

final offer, are incorporated in this CONTRACT; form an integral part of this CONTRACT; and, are attached hereto as and date issued: _____
Contractor's Proposal identified as _____

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

13.0 Entire Agreement

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

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

CITY OF ROSWELL:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Executed in triplicate: _____ of 3

ATE 12' x 24'
 3. DUMPSTER
 4S. PLACE
 ON EXISTING
 IT.

02
 C908

NOT USED
 NOT TO SCALE

03
 C908

NOT USED
 NOT TO SCALE

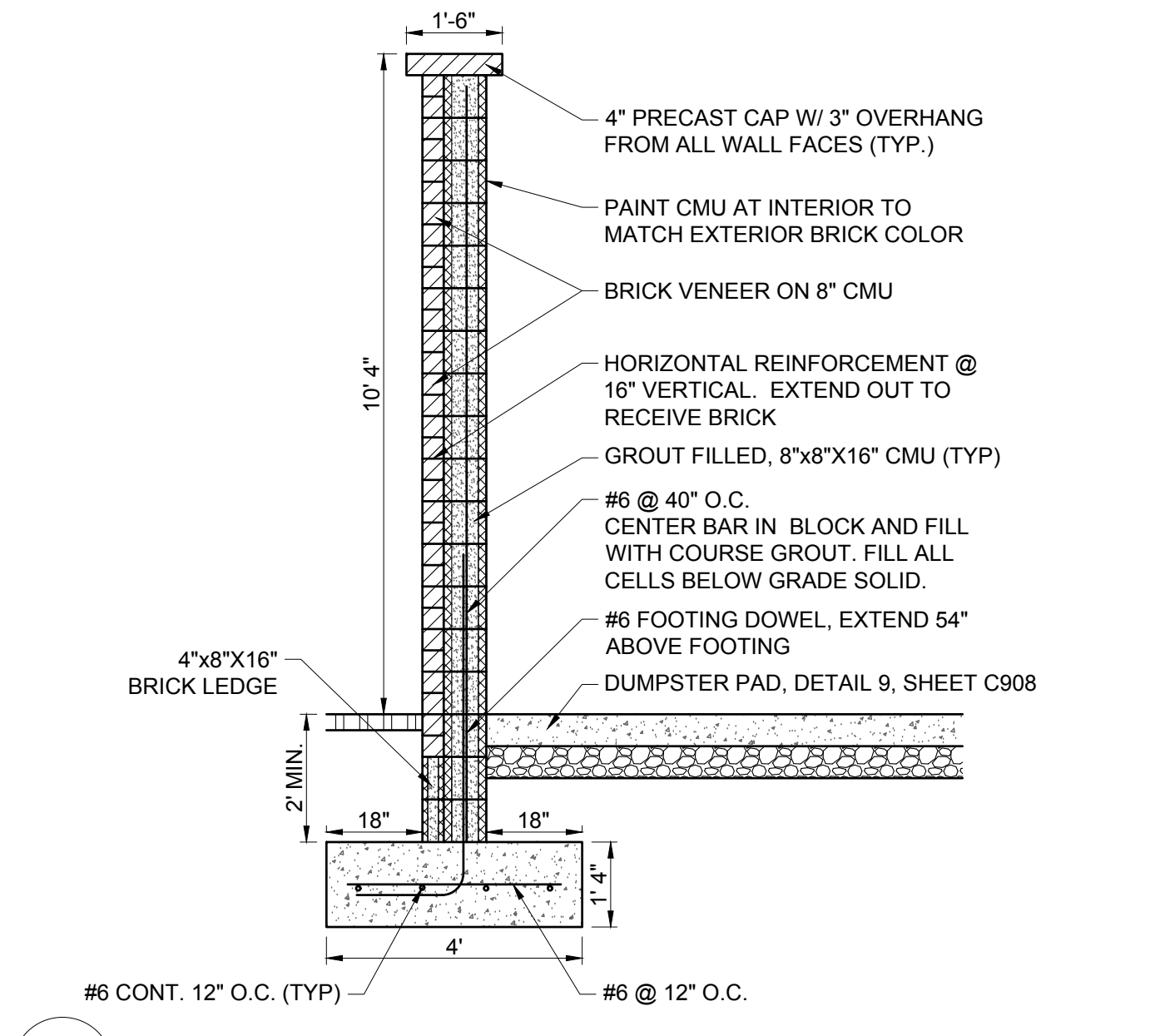
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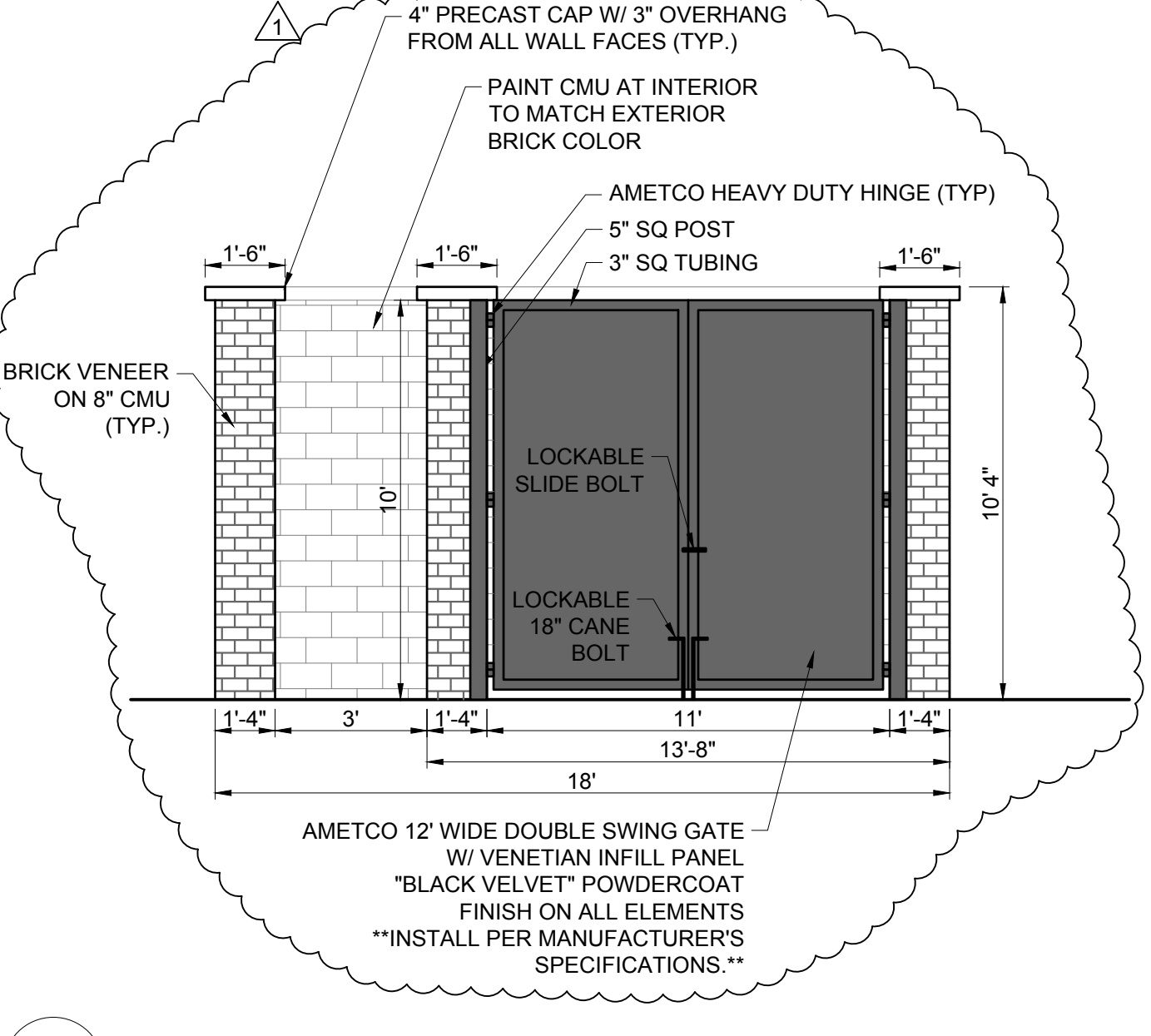
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3Q POST (TYP)
 ETCO DOUBLE
 SWING GATE



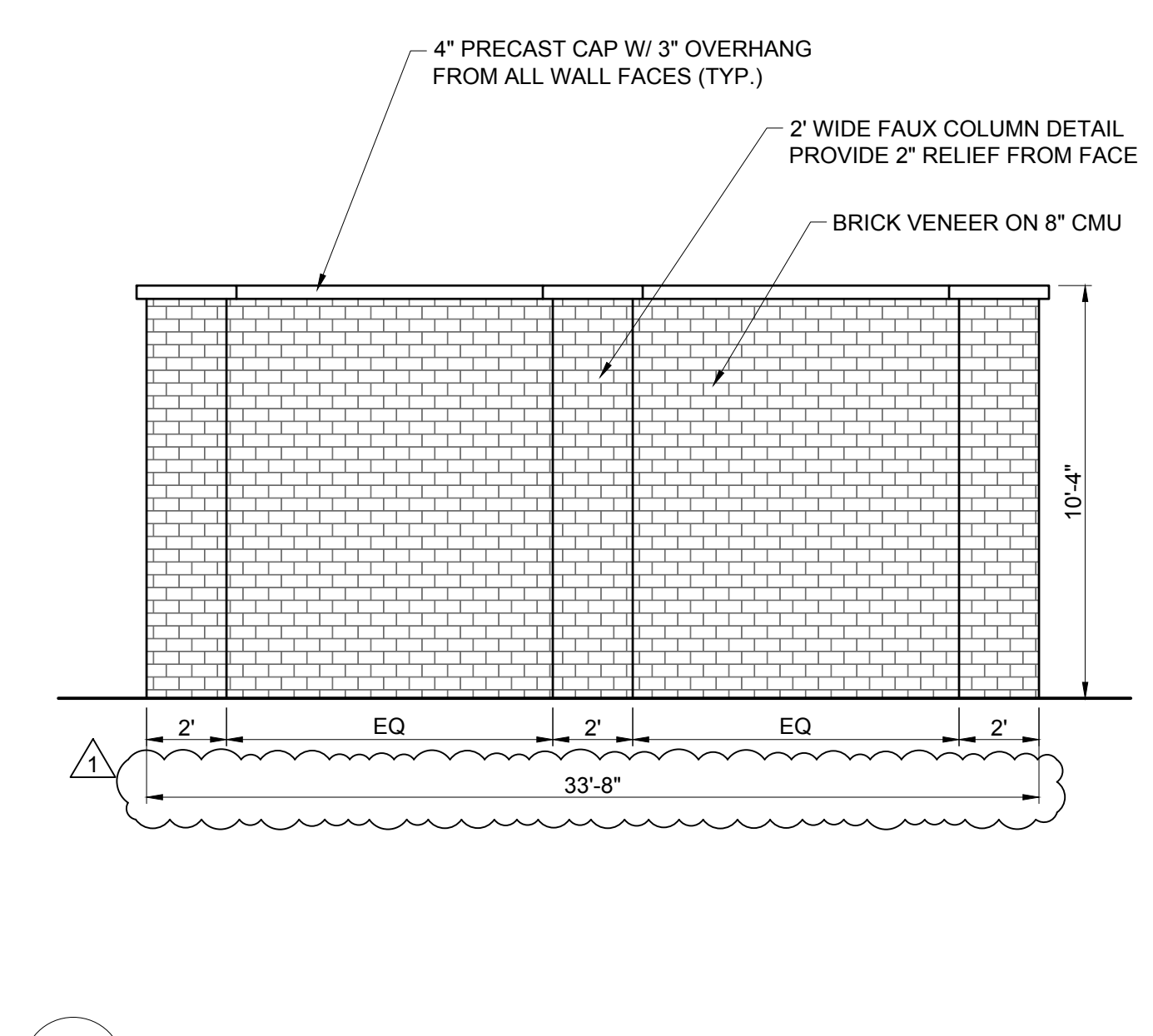
06
 C908

COMPACTOR ENCLOSURE WALL SECTION A-A
 NOT TO SCALE



07
 C908

COMPACTOR ELEVATION - FRONT
 NOT TO SCALE



08
 C908

COMPACTOR ELEVATION - SIDE
 NOT TO SCALE

10
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NOT USED
 NOT TO SCALE

11
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NOT USED
 NOT TO SCALE

12
 C908

NOT USED
 NOT TO SCALE

PANSION
 10
 C908



Design Services
 For The Built
 Environment

GRESHAM
 SMITH AND
 PARTNERS

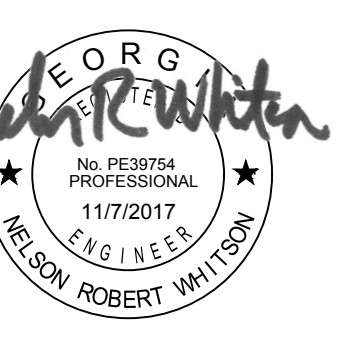
www.greshamsmith.com

1100 Nashville City Center
 515 Union Street
 Nashville, TN 37219
 615.770.9100

EAST ALLEY



EAST ALLEY PATHWAY, ROSWELL, GEORGIA 30075
 CITY OF ROSWELL
 38 HILL STREET, ROSWELL, GEORGIA 30075

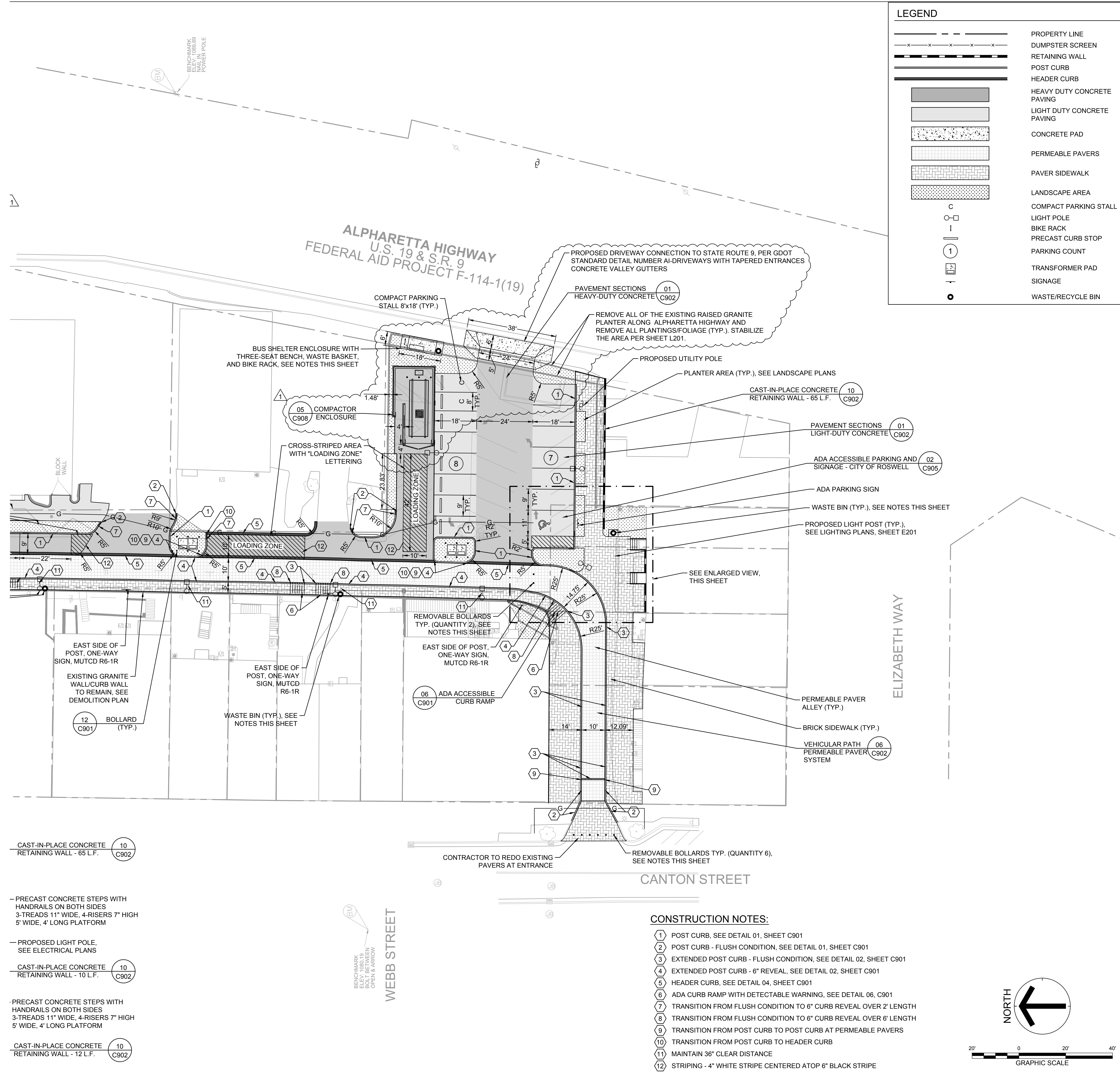


Revision		
No.	Date	Description
1	11/7/2017	CCD 1

SITE DETAILS

C908

PROJECT: 41182.01
 DATE: MAY 19, 2017



LEGEND

	PROPERTY LINE
	DUMPSTER SCREEN
	RETAINING WALL
	POST CURB
	HEADER CURB
	HEAVY DUTY CONCRETE PAVING
	LIGHT DUTY CONCRETE PAVING
	CONCRETE PAD
	PERMEABLE PAVERS
	PAVER SIDEWALK
	LANDSCAPE AREA
	COMPACT PARKING STALL
	LIGHT POLE
	BIKE RACK
	PRECAST CURB STOP
	PARKING COUNT
	TRANSFORMER PAD
	SIGNAGE
	WASTE/RECYCLE BIN

G S & P

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For The Built
Environment

**GRESHAM
SMITH AND
PARTNERS**

www.greshamsmith.com

1100 Nashville City Center
514 Union Street
Nashville, TN 37219
615.770.9100

EAST ALLEY

**Roswell
Georgia
ENGINEERS**

EAST ALLEY PATHWAY, ROSWELL, GEORGIA 30075
CITY OF ROSWELL
38 HILL STREET, ROSWELL, GEORGIA 30075

Professional Engineer
Nelson Robert Witten
11/7/2017

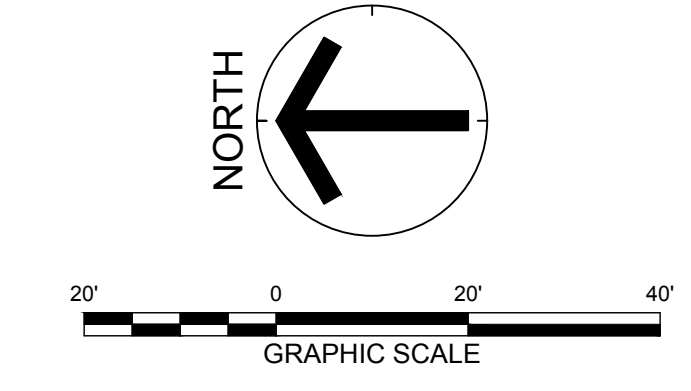
Revision		
No.	Date	Description
1	11/7/2017	CCD 1

SITE LAYOUT PLAN

C201

PROJECT: 41182.01
DATE: MAY 19, 2017

- CONSTRUCTION NOTES:**
- POST CURB, SEE DETAIL 01, SHEET C901
 - POST CURB - FLUSH CONDITION, SEE DETAIL 01, SHEET C901
 - EXTENDED POST CURB - FLUSH CONDITION, SEE DETAIL 02, SHEET C901
 - EXTENDED POST CURB - 6" REVEAL, SEE DETAIL 02, SHEET C901
 - HEADER CURB, SEE DETAIL 04, SHEET C901
 - ADA CURB RAMP WITH DETECTABLE WARNING, SEE DETAIL 06, C901
 - TRANSITION FROM FLUSH CONDITION TO 6" CURB REVEAL OVER 2' LENGTH
 - TRANSITION FROM FLUSH CONDITION TO 6" CURB REVEAL OVER 6' LENGTH
 - TRANSITION FROM POST CURB TO POST CURB AT PERMEABLE PAVERS
 - TRANSITION FROM POST CURB TO HEADER CURB
 - MAINTAIN 36" CLEAR DISTANCE
 - STRIPING - 4" WHITE STRIPE CENTERED ATOP 6" BLACK STRIPE



- CAST-IN-PLACE CONCRETE (10) C902
RETAINING WALL - 65 L.F.
- PRECAST CONCRETE STEPS WITH HANDRAILS ON BOTH SIDES
3-TREADS 11" WIDE, 4-RISERS 7" HIGH
5' WIDE, 4' LONG PLATFORM
- PROPOSED LIGHT POLE,
SEE ELECTRICAL PLANS
- CAST-IN-PLACE CONCRETE (10) C902
RETAINING WALL - 10 L.F.
- PRECAST CONCRETE STEPS WITH HANDRAILS ON BOTH SIDES
3-TREADS 11" WIDE, 4-RISERS 7" HIGH
5' WIDE, 4' LONG PLATFORM
- CAST-IN-PLACE CONCRETE (10) C902
RETAINING WALL - 12 L.F.