

**City of Bainbridge, Georgia**  
**REQUEST FOR PROPOSALS**  
**for**  
**Solid Waste Collection**

**SECTION I**

**GENERAL – ALL PROPOSALS**

Request for Proposals for

Solid Waste Collection Services

The purpose of these Requests for Proposals is to solicit sealed, separate Proposals to provide the services below to the City of Bainbridge at the most favorable cost consistent with efficient operations. Proposals are invited and will be received by the City of Bainbridge, Georgia with an anticipated beginning date of January 1, 2009.

1. Collection of Residential Solid Waste; and/or
2. Collection on Commercial Waste;
3. Collection of Industrial Waste
4. Optional Purchase of City Equipment

Proposals must be made in accordance with Instructions to Proposers, Section II attached hereto. Copies of the Proposal Forms are attached hereto. A Proposal bond or certified check must accompany each Proposal in accordance with the Instructions to Proposer.

The selected Proposer will be awarded the Contract through a vote or resolution of the City Council approving and adopting the Contract Documents providing for its enforcement and penalties as provided by law. The City reserves the right to reject any or all Proposals, to negotiate with any and all respondents, and to make an award in any manner, Consistent with Law, deemed in the best interest of the City.

## **SECTION II**

### **INSTRUCTIONS – ALL PROPOSALS**

Instructions to Proposer for Residential Solid Waste Collection and Recycling Services,  
Commercial Waste Collection and Industrial Waste Collection

#### 1. Receipt and Opening of Proposals

The City of Bainbridge, Georgia (the City) invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall, 101 South Broad Street, P.O Box 158, Bainbridge, Georgia 39818 until 2 p.m. on October 17, 2008, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to:

City Manager  
City of Bainbridge  
101 South Broad Street  
  
P.O. Box 158  
Bainbridge, GA 39818

And plainly marked “Proposal for Waste Collection.” The envelope must bear on the outside the name of the Proposer and its address.

#### 2. Preparation of the Proposal

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of Proposals for work in figures and must be signed by the Contractor as Proposer. Additional copies of the Proposal Form may be obtained from the City. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten. If any information already entered by the Proposer on the Proposal Form is to be altered, it shall be crossed out with ink and the new information entered.

The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may reject any and all such Proposals.

Any Proposal may be withdrawn by written request prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered.

### 3. Proposal Security and Evidence of Insurance

Each Proposal must be accompanied by a bond or a certified check of the Proposer, drawn on a national bank, in an amount equal to 5% of the first year's annual Contract amount as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form, as may mutually be agreed upon by the City and the selected Proposer), to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proposer have executed the Contract, or, if no Proposal has been selected, within ninety (90) days after the date of the opening of Proposals, upon demand of the Proposer at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a Certificate of Insurance evidencing the coverage's set forth in Section II, 18.

### 4. Liquidated Damages for Failure to Enter Into the Contract

The Contract shall be deemed as having been awarded effective upon the vote or resolution of the City Council and formal notice of such award shall be mailed by the City to the Proposer by certified mail, return receipt requested.

The Proposer to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected Proposer) and to furnish insurance certificates, all as required. In case of the Proposer's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Proposer will be considered to have abandoned all rights and interests in the award, and Proposer's Proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proposer or the work re-advertised for Proposals as the City may elect. Such forfeited security shall be the sole remedy of the City.

5. Security for Performance

The Proposal shall be accompanied by a letter from a corporate surety company authorized to do business in the State of Georgia as outlined in Section II.19., Bond.

6. Scope of Work

The City is requesting Sanitation Collection Proposals for the collection of residential garbage, commercial businesses and industrial businesses. Proposals should include a cost for a residential 90-gallon cart system for residential and small commercial refuse collection, four and eight yard container collection from commercial and industrial customers and residential leaf and limb services. The Proposal should be for once a week Residential and Small Commercial collection to occur on any day of the week, Monday thru Friday as long it is the same day each week. As an alternate the city would also like to receive proposals for twice a week residential service. Commercial and Industrial Container Collection should be for one to five times per week collection. Services for bulky waste and large items will be expected but are not to be included in the proposals. The City currently serves \_\_\_4255\_\_\_ residential customers and \_\_\_882\_\_\_ commercial and industrial customers. Accounts are currently distributed as follows:

90 Gallon Residential	4255
90 Gallon Commercial	538
4 yd (2x/week)	176
4 yd (3x/week)	7
4 yd (4x/week)	0
4 yd (5x/week)	2
8 yd (2x/week)	100
8 yd (3x/week)	47
8 yd (4x/week)	3
8 yd (5x/week)	19

The City of Bainbridge will continue to bill and collect sanitation fees from its Residential, Commercial and Industrial customers. The city will be responsible for informing the successful proposer of new accounts and for establishing service and delivering waste recepticals. The successful bidder will bill the city for services rendered on a monthly or quarterly basis as may be negotiated.

#### 7. Conditions

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the specifications.

It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any

obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Proposers.

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

The Proposer's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract. Where any provision or requirement of law is in conflict, the higher standard shall prevail.

The Proposer is asked to include a statement of material interest and or non-collusion if there exists any relation whatsoever between the Proposer's company and any employee or elected official of the City.

#### 8. Addenda and Explanations

Explanations desired by a prospective Proposer shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer. Every request for such explanation shall be in writing addressed to the City Manager. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proposers prior to date of receipt of Proposals shall become a part of the Contract Documents and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested to all

prospective Proposers (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

9. Name, Address and Legal Status of the Proposer

The Proposal must be properly signed in ink and the address of the Proposer given. The legal status of the Proposer, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proposer shall give full names of all general partners. Partnership and individual Proposers will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proposer, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

10. Competency of Proposer

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposer as a qualified responsible Proposer. The City reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposer's qualifications or from other sources.

- a. The City shall require submission with the Proposal the following supporting data regarding the qualifications of the Proposer in order to determine whether it is a qualified, responsible Proposer. The Proposer will be required to furnish the following information:

- (1) A copy of the latest available certified financial statement of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- (2) Evidence that the Proposer is in good standing under the laws of the State of Georgia, and, in the case of corporations organized under the laws of any other State, evidence that the Proposer is licensed to do business and in good standing under the laws of the State of Georgia.
- (3) Evidence, in form and substance satisfactory to Town, that Proposer has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse, recyclables and/or yard trimmings collection with refuse disposal, recycling and/or yard trimmings composting experience.
- (4) A comprehensive and detailed list of all communities in Georgia with whom the Proposer has present contracts for each service proposed and each and every community in Georgia with whom the Proposer has held contracts within the past five years, but for whom no present contractual relationship exists.

b. In the event that the City shall require additional certified supporting data regarding the qualifications of the Proposer in order to determine whether he is a qualified responsible Proposer, the Proposer may be required to furnish any or all of the following information sworn to under oath:

- (1) Evidence that the Proposer is capable of commencing performance as required in the Contract Documents.

- (2) Evidence, in form and substance satisfactory to the City, that Proposer possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (3) Evidence in form and substance satisfactory to the City, that Proposer's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- (4) Such additional information as will satisfy the City that the Proposer is adequately prepared to fulfill the Contract.

The Proposer may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

#### 11. Disqualification of Proposers

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

- a. Evidence of collusion among Proposers.
- b. Failure to complete the Proposal as required herein, including the failure to provide required auxiliary material.
- c. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or confirmed through contact of references and previous contracts.

- d. Lack of responsibility as shown by past work judged from the standpoint of workmanship as submitted.

12. Operation

- a. Holidays – the following shall be holidays for purposes of all Proposals:

- (1) New Years Day
- (2) Martin Luther King's Birthday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day

Customers whose normal collection day falls on a holiday will be served on the next non-scheduled day during the week in which the holiday falls.

- b. Complaints – All complaints shall be made directly to the City who will deal exclusively with the contractor. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within 24 hours after the complaint is received.
- c. Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall

have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor.

- d. Office – The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times.
- e. Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site as designated by the Contractor.
- f. Special Pickup – Residences which can verify no able bodied person under the age of 75 live on the premises will qualify and receive backdoor pickup.

### 13. Compliance With Laws

The Contractor shall conduct operations under the Contract in compliance with all applicable laws; provided, however, that the specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection of any Refuse, or the disposal of Refuse at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Refuse shall remain the responsibility of the Contractor.

### 14. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

### 15. Indemnity

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

#### 16. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

#### 17. Terms

The Contract shall be for a five (5) year period beginning January 1, 2009 and ending five (5) years thereafter.

In the event there should occur any material breach or material default in the performance of any obligation of the City or the Contractor which has not been remedied within thirty (30) days (or been undertaken to cure within thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner) after receipt of written notice from the non-breaching party specifying such breach or default, the non-breaching party may terminate the Contract upon written notice to the other party. In the event of such a breach, event or default, or termination of the Contract, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the City shall be obligated to pay the Contract or services rendered or charges incurred by the Contractor prior to the termination.

#### 18. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including

contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

19. Bond

- a. Performance Bond

- (1) The Contractor will be required to furnish a corporate surety bond as security for the performance of the Contract. Said surety bond must be in the amount of 100% of Contract amount and may provide for a pro rata reduction therein annually over the term of the Contract.
  - (2) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
  - (3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia.
- b. Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- c. Sole Remedy – the City’s sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond. Contractor shall not be deemed to be in breach of this Contract unless it has received written notice of a default hereunder, and has failed to cure or commence curing such default within five (5) working days after receipt of such notice.

## 20. Storms and Other Disasters

The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the City shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor. In addition, the City and the Contractor shall negotiate the amounts to be paid to Contractor for services to be performed as a result of increased volumes resulting from such Act or event.

## 21. Transferability of Contract

The Contract shall not be transferable or assignable to another individual partnership or corporation without the express written consent of the City. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Contract.

## 22. Basis of the Proposal

Proposals for Waste Collection are solicited on the basis of the rate as expressed in figures in the Proposal(s) which shall govern and any errors found will be corrected.

## 23. Arbitration

In the event that either party should fail to comply with the terms or requirements of each Request for Proposal, Instructions, Contractor's Proposal, Performance Bond, or Contract, the City and Contractor agree that they will first attempt to resolve the matter through arbitration. If the parties are unable to agree upon an arbitrator, the presiding judge of the Superior Court of Decatur County shall appoint an arbitrator. Arbitration must be conducted and completed within thirty (30) days of the selection or appointment of the arbitrator. If either party is dissatisfied with the decision of the arbitrator, either party shall have a right to proceed to resolve their disputes through the court system. The non-prevailing party shall pay all litigation expenses that are incurred by the prevailing party.

**CONTRACTOR'S PROPOSAL FOR  
SOLID WASTE COLLECTION SERVICES**

**EXHIBIT A**

TO: The City of Bainbridge, Georgia

Proposal \_\_\_\_\_ of

(an individual) (a partnership) (a corporation) duly organized under the laws of the State of \_\_\_\_\_.

The undersigned, having carefully read and considered the instructions to propose for Residential Solid Waste Collection and Recycling Services, Commercial Collection Services and Industrial Collection Services, for the City of Bainbridge, Georgia, does hereby offer to perform such services on behalf of the City, of the type and quality in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates, expressed in figures hereinafter set forth:

a. For Residential Solid Waste Collection and Residential Recycling Services:

	<b>Option A: One Time Per Week Curbside Service</b>	<b>Option B: Two Times Per Week Curbside Service</b>
Regular Resident	_____ /month(per cart)	_____ /month(per cart)
Leaf & Limb	_____ /month(per house)	N/A

b. For Commercial and Industrial Solid Waste Collections per Week:

	1 Day/wk	2 Days/wk	3 Days/wk	4 Days/wk	5 Days/wk
4 Yard					
8 Yard					

c. For City Services:

<u>City Container Location</u>	<u>4 Yard</u>	<u>8 Yard</u>	<u>Pick Ups per Week</u>
City Hall	0	1	2
Pierce Street	2	0	2
Purchasing	1	0	2
Sewage Treatment Plant	2	0	2
Public Safety Station #1	0	1	2
Firing Range	1	0	As Needed

1) City Hall: \$ \_\_\_\_\_ per month

2) Pierce Street: \$ \_\_\_\_\_ per month

3) Purchasing: \$ \_\_\_\_\_ per month

4) Sewage Treatment Plant \$ \_\_\_\_\_ per month

5) Public Safety Station #1 \$ \_\_\_\_\_ per month

6) Firing Range \$ \_\_\_\_\_ per month

**d. Optional Purchase of City Equipment**

All equipment is available for inspection. To arrange inspection of equipment, please contact Tommy King, Director of Public Works, City of Bainbridge at 229-248-2000, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. The equipment available for purchase is listed below:

**Equipment**

**Bid**

1. 2006 GMC C/C Model 8500 Trash Truck (Veh #2187) \$ \_\_\_\_\_

2. 2000 GMC Trash Truck (Veh # 2186) \$ \_\_\_\_\_
3. 2000 GMC Trash Truck (Veh # 2185) \$ \_\_\_\_\_
4. 1999 International Trash Truck (Veh # 2184) \$ \_\_\_\_\_
5. 2002 GMC Trash Truck (Veh # 2183) \$ \_\_\_\_\_
6. 1994 Chevrolet with Barko Loader (Veh #2178) \$ \_\_\_\_\_
7. 1993 Ford F450 with Flatbed (Veh #2175) \$ \_\_\_\_\_
8. 2003 PeterBuilt Side Loader Garbage Truck (V#2163) \$ \_\_\_\_\_
9. 2001 PeterBuilt Front Loader Garbage Truck(V#2161) \$ \_\_\_\_\_
10. 1995 PeterBuilt Front Loader Garbage Truck(V#2160) \$ \_\_\_\_\_
11. 2001 PeterBuilt Side Loader Garbage Truck(V#2154) \$ \_\_\_\_\_
12. 2004 AutoCar Side Loader Garbage Truck(V#2152) \$ \_\_\_\_\_
13. 1998 Volvo Side Loader Garbage Truck (V#2150) \$ \_\_\_\_\_
14. 2007 PeterBuilt Front Loader Garbage Truck(V#2148) \$ \_\_\_\_\_
15. 2005 PeterBuilt Side Loader Garbage Truck(V#2145) \$ \_\_\_\_\_
16. 2005 Mammoth Front Loader Garbage Truck(V#2144) \$ \_\_\_\_\_
17. 2005 PeterBuilt Side Loader Garbage Truck(V#2143) \$ \_\_\_\_\_
18. 2007 PeterBuilt Side Loader Garbage Truck(V#2140) \$ \_\_\_\_\_
19. 2000 Volvo Semi Truck (Vehicle # 2009) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Proposers: \_\_\_\_\_

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

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ County: \_\_\_\_\_

**PERFORMANCE BOND**

**SOLID WASTE COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENT, That we, \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of \_\_\_\_\_ (hereinafter called "Surety"), as Surety, are held firmly bound unto the City of Bainbridge, Georgia (hereinafter called "Obligee"), as Obligee, in the penal sum of 100% of the Contract amount good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated this \_\_\_\_ day of \_\_\_\_\_, 2008, for Collection of Residential Solid Waste and Recycling Services, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)

\_\_\_\_\_

PRINCIPAL

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

\_\_\_\_\_

(SEAL)

SURETY

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



