



Request for Proposals

RFP Item #25-900A

**Solid Waste & Recyclable Collection Service Area
Zone One, Zone Two, and Zone Three**

For Augusta, Georgia
Engineering and Environmental Services Department

RFP Due: Tuesday, March 25, 2025 @ 3:00 p.m.

Until further notice

**All RFP openings, conferences, and evaluation meetings
will be conducted by electronic teleconferencing via ZOOM.**

Instructions are enclosed.

Sec. 1-10-50. Sealed bids selection method:

Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

To Ensure Timely Deliveries, It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal Is Received By The Time Specified Above. All Submittals MUST Be Received During Our Normal Office Hours From 8:30 A.M. To 5:00 P.M., Monday Through Friday. No Deliveries Will Be Accepted Prior To 8:30 A.M. Or After 5:00 P.M., As The Building Is Closed To The Public And Delivery Services Outside Of These Hours.

One Original and Seven (7) Copies of RFP shall be submitted

Thanks for doing business with us . . .
Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901



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Revised 9/6/24

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, March 25, 2025 @ 3:00 p.m. via ZOOM Meeting ID: 849 2718 2873; Passcode: 25900** for furnishing:

RFP Item #25-900A Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

**Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901**

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 14, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after RFPs have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond for annual revenue and a 25% payment bond of annual contract value will be required for award.**

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle February 20,27,2025 and March 6,13,2025
Metro Courier February 20, 2025

cc Tameka Allen Administrator
Hameed Malik Augusta Engineering and Environmental Services Department
June Hamal Augusta Engineering and Environmental Services Department

Revised: 10/02/24

PROCUREMENT DEPARTMENT

ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFP INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone, or Android device

RFP Opening - RFP Item #25-900A

***Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three
for Augusta, GA - Augusta Engineering and Environmental Services Department***

Tuesday, March 25, 2025 @ 3:00 p.m.

ZOOM RFP Opening:

1. Go to <https://zoom.us/join> and enter meeting ID: 849 2718 2873
2. Passcode: 25900
3. Teleconference: Telephone number: 646 876 9923

OFFICIAL RFP RESULTS will Post within 5 Days

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**
- Attn: Darrell White,**
Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email: procbidandcontract@augustaga.gov
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at www.augustaga.gov home page.*
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)
- (A) Annual Contract
 (B) One time Purchase.
 (C) Other

Revised 10/02/2024



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFPs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements. Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses requirements prior to submitting a proposal.

Rev. 04/09/21



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

And/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) _____: (#2) _____: (#3) _____: (#4) _____: (#5) _____: (#6) _____: (#7) _____: (#8) _____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

Date of Authorization

**** (E-Verify Number)** _____

Name of Contractor

Name of Project / RFP Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on _____, _____, 20____ 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 _____, 20_____

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[RFP Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. •

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA").

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
• Additional trade secret information requested to be withheld
• Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

_____[Signatory Name in Print]

_____[Signatory's Title] [Company Name]

_____[Signatory's Title]

Date: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 202_.

_____[Notary Public Name]
NOTARY PUBLIC

My Commission Expires: _____

Return form only if applicable. If form is not returned with your submittal, it will be deemed there are no trade secrets in your package submittal.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are

not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154. Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24

INSTRUCTION TO PROPOSERS

Augusta, Ga, invites qualified firms to submit a proposal for Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three for the Augusta Engineering and Environmental Services Department. Your submittal should respond to, and be based on, the information included in this Request for Proposal.

Responses will be received in the office of the Interim Procurement Director at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Tuesday, March 25, 2025 @ 3:00 p.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 25-900A Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three. Vendors are required to submit one (1) marked unbound original and seven (7) copies of the RFP.**

RFP Opening will be via ZOOM – Meeting ID: 849 2718 2873; Passcode: 25900.

No RFP will be accepted by fax or email, all must be received by mail or hand delivered. If RFP is forwarded by mail or other second party delivery, the sealed envelope containing the submittal must be enclosed in an envelope addressed to:

**Darrell White, Interim Director
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901**

To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by Friday, March 14, 2025 @ 5:00 P.M. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all the requested information may cause the submittal to be rejected as non-responsive.

Failure to provide all the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who proposal shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **No RFP may be withdrawn for a period of 90 days after RFP have been opened**, pending the execution of contract with the successful proposer(s). The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than thirty-five (35) pages in length, excluding cover letter, required forms, tabs, and appendices. All documents will be typewritten on standard 8 x 11 white paper. Exceptions to the minimum page limit would be schematics, exhibits, photographs or other information necessary to facilitate Augusta’s ability to accurately evaluate the proposal.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the specifications. **See the Trade Secret Affidavit. Vendors are required to submit a redacted copy of their RFP submittal for any trade secret information contained in their RFP submittal.**

It is Augusta’s intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta’s opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm’s demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

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SECTION 1

REQUEST FOR PROPOSAL

SCOPE OF SERVICES

PROBLEM STATEMENT

The purpose of this Section of the Request for Proposal (RFP) is to familiarize prospective proposers with Augusta, Georgia (County), its current mandatory waste collection services being offered by the County. The County waste collection service area (service area) is roughly 308 square miles. The Services presently divided in three zones (Zones 1, 2 & 3) served by two primary waste haulers. Each primary waste hauler utilizing one local small business hauler services as required by the contract condition of local small business opportunity program (LSBOP) 25% participation. Zone one (Zone-1) service area primarily is county urban area and consists of roughly 30,000 waste pickup service locations (residential accounts). Zone Two (Zone-2) & Zone Three (Zone-3) Service area primarily is county suburban area and consists of roughly 34,600 waste pickup service locations (residential accounts). The County waste hauling current contract is in transition period ending July 31, 2025. **This request for proposal is for covering all three zones (Zones-1, 2, 3) area waste pickup services served by a single waste hauling & disposal best qualified contractor.**

CURRENT COLLECTION SERVICES

i. Overview

County residents in all three zones service area presently are provided with once-weekly garbage, bulky waste, recyclables, and yard waste service. Two private contractors (Contractors) provide garbage, bulky waste, yard waste, and recyclables collection service under single contract and unit rate. The County's Contractors also provide Roll-out Cart collection services for certain Designated Non-Residential Locations which may include facilities such as fire stations, schools, churches, non-profit agencies, businesses, and public buildings. Payment for collection at Designated Non-Residential Locations is based on the actual number of Roll-out Carts at each location.

Carry-Out Collection for those individuals who are unable to place their solid waste for collection in the usual manner due to severe physical disability ("Carry-Out Collection") is also provided.

ii. Residential Garbage, Yard Waste, and Bulky Waste Collection Service

The County's single-family dwellings, condominiums and rental units with four or less dwelling units at one location (Residential Units) are currently receiving the full solid waste services - which include once per week garbage collection, yard waste collection, bulky waste collection, and recyclables collection. Garbage is collected from Roll-out Carts using vehicles and technologies chosen by the respective Contractors. Residential Units are provided one waste Roll-out Cart, one recycling Roll-out Cart.

Bulky Waste and Yard Waste are collected once per week and are limited to an area no greater than 5-feet by 5-feet, by 10-feet. Yard Waste (such as leaves & grass cutting) is required to be containerized in either Kraft bags or 32-gallon containers provided by the customer except trees & shrubs trimming waste generated at the waste pickup parcel.

iii. Residential Recyclables Collection Service

Weekly curbside Recyclables collection services are currently provided to Residential Units one time per week. The current residential recycling program consists of a single-stream commingled cart system. The recyclables collection service occurs on the same day as the Garbage and Bulky Waste collection service.

PROPOSED COLLECTION SERVICES

Augusta intends to continue providing its citizens with an excellent level of service, in a manner that is environmentally sound and cost-effective. The County is investigating various options and scenarios so that it can select the combination of services that are best suited to the County's needs and budget. To assist the County with its investigation, proposers shall provide costs for all of the options and scenarios specified in this RFP on the appropriate Cost Forms included. **The fee forms will be submitted in a separate, sealed, and labeled envelope from the Proposal submission.** Under this RFP, The County is seeking services for all three zones (Zones-1, 2, 3) Service Area. Each Proposer is required to provide a price quote for each option listed at the Fee Form. **Augusta intent is to award this RFP services contract to top ranked qualified responsible Proposer (single contractor serving all three zones).**

TERMS OF AGREEMENT:

This contract will be for a period of five (5) years. The Agreement may be renewed for an additional five (5) year term upon mutual agreement of the parties at the rates contained within the contract (or may be adjusted as provided within the contract). **Anticipated start date is July 1, 2025.**

Each Proposer is required to provide a price quote for each option listed below:

i. Residential Roll-out Garbage Collection Service

The County will continue present once per week Roll-Out Cart automated Garbage collection service level of service. The Roll-out Carts are standardized and are compatible with automated collection vehicles. The County is requiring that the Garbage and Recycling collection services be provided via fully automated or semi-automated technology. The Contractor will be responsible for the purchase, inventory and distribution of new, additional or replacement Roll-out Carts. The contractor will also be responsible for deliver, replace, repair, and remove delivered Roll-out carts within five (5) business days of request submitted by from the County. However, Contractor shall place urgency upon waste cart deliveries and replacement requests wherein the customer does not have a waste cart onsite. Upon termination of the current Contract, all Roll-out Carts in the possession of Residential Service Units and Designated Non-Residential Locations shall remain the property of the County. The County will transfer these roll-out carts to new contract awarded contractor(s) at current market price depreciated value and the contractor shall issue credits to the County accordingly. The County will transfer brand new roll-out carts (brand new inventory) to new contract awarded contractor(s) at current market price or purchased price.

ii. Residential Bulky Waste Collection Service

The County is requiring that proposers provide a service rate for Bulky Waste Collection Service wherein the current practice remains the same at once per week, would be collected on the same day Garbage collection service is provided. This service is only provided to Residential Units and Designated Non-Residential Units. Under this contract term, Bulky Waste over ten cubic yards will be serviced by the County using county forces or separate contract services.

The County may consider (after awarding this contract) negotiating Bulky Waste Collection Service additional fee under this contract for hauling bulky waste exceeding ten (10) cubic yard volume, and removing up to ten (10) cubic yards volume restriction.

iii. Residential Yard Waste Collection Service

The County is requiring that proposers provide a service rate for Yard Waste Collection Service wherein the current practice remains the same at once per week; would be collected on the same day as Garbage collection is provided. This service is provided to Residential Units and Designated Non-Residential Units. Yard Waste (such as leaves & grass cutting) is required to be containerized in either Kraft bags or 32-gallon containers provided by the customer except trees & shrubs trimming waste generated at the waste pickup parcel.

Under this contact term, Yard Waste over ten (10) cubic yards will be serviced by the County using county forces or separate contract services.

The County may consider (after awarding this contract) negotiating Yard Waste Collection Service additional fee under this contract for hauling yard waste exceeding ten (10) cubic yard volume, and removing up to ten (10) cubic yards volume restriction.

iv. Recyclables Collection Service (RECYCLING)

Augusta may consider providing residential Recyclables Collection Service under one of the following two options.

OPTION ONE:

Service directly provided by the County to the interested residents under this contract as a separate waste type under associated separate fee charge to its residents. Under this option it will be separate fee service under this RFP awarded contract. The RFP awarded contractor will provide this option service and invoice the county for provided service. The contractor will take recyclable material to its own selected Recycling Facility. The contractor shall include recyclable material disposal cost and other associated costs, such as cart, in its unit fee cost rate.

The Contractor will provide curbside Recyclables collection services to Residential Units, via automated or semi-automated collection technology. The Contractor will be responsible for the purchase, inventory and distribution of any new or replacement Recyclables Carts. Upon termination of current Contract, all Recyclables Carts in the possession of Residential Units shall remain the property of the County. The County will transfer these roll-out carts to new contract awarded contractor(s) at mutually agreed depreciated value and the contractor shall issue credits to the County accordingly. The County will transfer brand new roll-out carts (brand new inventory) to new contract awarded contractor(s) at current market or purchased price, whichever is lower.

OPTION TWO:

Service provided by the awarded contractor (this RFP awarded contract contractor) directly to the county residents under establishing direct service accounts with interested residents.

It will be mandatory under this contract requiring awarded contract waste hauler contractor to offer Recyclables Collection Services directly to the County residents and business under establishing direct service account with interested residents and business. The County may monitor level of service, however, the County will not manage this service or service account. The contractor will take recyclable material to its own selected Recycling Facility.

The Contractor will provide curbside Recyclables collection services to Residential Units, via automated or semi-automated collection technology. The Contractor will be responsible for the purchase, inventory and distribution of any new or replacement Recyclables Carts. Upon termination of current Contract, all Recyclables Carts in the possession of Residential Units shall remain the property of the County. The County will transfer these roll-out carts to new contract awarded contractor(s) at current market price depreciated value and the contractor shall issue credits to the County accordingly. The County will transfer brand new roll-out carts (brand new inventory) to new contract awarded contractor(s) at current market price.

Rate Alternatives

The Cost Proposal Forms are designed to obtain rate information under each of the listed services scenarios for Zone 1, Zones 2 & Zone 3 Service Area. Proposers are required to provide rate information for each alternative. These scenarios are set forth on the appropriate Cost Proposal Form. The County may select one of the scenarios or combination of scenarios for service as outlined in this RFP under "Proposed Collection Services".

Billing for Collection Services

With exception of "Recyclables Collection" **OPTION TWO** Services, the County is responsible for billing and collection of payments for all Residential Units, Unoccupied Locations, and Designated Non-Residential Locations. The Contractor is not required to pay a tipping fee at the Designated Disposal Facility for materials collected under this Contract **with exception of Recycling under OPTION ONE**, as described in the draft Contract located in the RFP. In response to submitted questions, any changes to draft contract document will be provided to each Proposer in an Addendum to this RFP. **The awarded contractor will be responsible for paying tipping fee to Recycling Facility.**

Customers

To the best of the County's knowledge, the Zone-1 current service provider service approximately 36,000, (it includes around 30,000 residential account customers) and the Zones-2 & -3 current service provider service approximately 41,000, (it includes around 34,600 residential account customers). This information represents the estimated number of Customers to be served under the terms of the Collection Services Contract. However, the number and category of service units to which Collection Services are to be provided under the Contract, as stated in these RFP documents, are approximate and do not constitute a warranty or guarantee by the County as to the exact number or category of Customers to be served. Payment for each month's service shall be as provided in the Collection Services Contract in this RFP.

Contracting Franchise Fee

Awarded contractor(s) shall pay annual franchise contracting, non-compliance and other waste management fee to the County at annual rate of twenty percent (20%) of Zone-1, Zones-2 & -3 contracted waste yearly waste hauling fee. Proposer shall factor this fee in waste hauling proposed unit rate.

Local Small Business Subcontracting

Awarded contractor(s) shall agree to include subcontracting twenty-five (25%) of contracted services to at a minimum two local small business haulers, one for Service Zone-1, one for Service Zones-2 & -3.

Summary of Intent

The County's intent and the requirements of this RFP are to continue to provide its citizens' with the appropriate level of service, at the best price and with the highest quality of service. The specifications contained within this RFP are designed to establish an effective, efficient, uniform and safe system of solid waste and recyclables collection that provides for the following intended purposes:

- Establish and maintain a continuous and uniform level of waste collection services in order to assure protection of the health, safety and welfare of the community.
- Collect Garbage, Bulky Waste, Yard Waste, and Recyclables in a coordinated manner, by a routing system that will maintain or improve current collection services while decreasing costs.

To this end, the County has tried to provide as much information as possible to all prospective proposers in order to allow them to compute fair and reasonable rate quotes. **However, it is the sole responsibility of the proposer to calculate and be responsible for the prices quoted in the applicable set of Cost Proposal Forms.**

CONTRACT

The County has prepared a draft Contract for the Collection Services to be provided by anyone submitting a proposal in response to this RFP. The draft Contract is located in this **RFP Specifications as Section 6**. The Contract contains the terms and conditions that shall govern the Contractor if the County decides to award a Contract. After the County decides on the collection service matrix the County will revise the Contract to reflect the Augusta Commission's wishes. If a proposer is selected by the Commission, the proposer must sign the Contract that is based on the style, level and frequency of services selected by the Commission. Copy of draft contract attached as Section 6. In response to submitted questions, any changes to draft contract document will be provided to each Proposer in an Addendum to this RFP.

Except as specifically provided for in this RFP, ***Augusta will not entertain or accept proposals that are conditional and may reject proposals based on alternate contractual provisions.*** The County attorney may consider reasonable amendments to the Contract once an award for the Contract has been made. However, the County is under no obligation to revise the draft Contract and, therefore, each proposer should assume that no changes to the draft Contract will be made after responses to this RFP are received.

After responses are submitted to this RFP, the County shall not entertain or accept any increase in the prices proposed for Collection Services unless the County requests new or additional services that are not contemplated under the Contract. A proposer's failure to review or understand the requirements in the Contract shall not constitute sufficient grounds for the proposer to receive an increase in the proposed fees. If a price increase is requested under such circumstances, or if a proposer refuses to sign the Contract, the County may terminate its discussions with that proposer, and award the Contract to a different proposer.

RESPONSE REQUIREMENTS:

An official authorized to bind the offeror must sign all statements. Any document received after this time and date will not be considered and will be returned unopened to the firm. Augusta reserves the right to eliminate from further consideration any response that is deemed substantially or materially unresponsive to the requests for information contained in this section.

Responses should be submitted in the format outlined in this section.

Title Page:

Proposer should identify the RFP subject, name, and title of contact person, address, telephone number, fax number, email address, and date of submission.

Procurement Documents

All documents required under the Augusta Procurement regulations and procedures, properly executed, and notarized as required. The notary seal shall be visible on the original AND all copies.

Transmittal Letter:

The transmittal letter should be no more than two (2) pages long and should include as a minimum a brief statement of the Proposer's understanding of the services to be performed, and The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

Staffing:

Proposers must demonstrate significant staff expertise in effectively managing a contract for the collection of Solid Waste and Recyclables. Proposers must agree to provide a District Manager, Maintenance Director and a Supervisor who will be accessible to the County at all times in accordance with the Contract.

Experience:

Proposer must have, as a minimum, five (5) years of successful experience in collecting Garbage, Recyclables, Yard Waste, and Bulky Waste from Residential Units and providing recycling services. Proposers shall provide a record one must be your largest Contract; one must be your smallest Contract; and one must be of the most recent Contract awarded and initiated services. This record must show the description of the project (job) including number of customers, the dates of service, and the cost of work in dollars. The County may contact communities served by the proposer.

Available Resources:

Proposers shall provide a list of facilities, equipment (including equipment age) that shall be no more than **three (3) years old**, and personnel available to do the work or a certified statement of financial capability from a financial institution demonstrating the proposer's ability to acquire the necessary assets to perform the Contract. In addition, proposers shall provide an explanation on how this equipment will be used in the County. Proposers must demonstrate how this equipment and personnel will be sufficient to handle the proposer's total workload. A summary of all proposed equipment is to be included. All Collection vehicles shall meet the Contract requirements. The County may disqualify any proposer if the County concludes the proposer does not possess either the acceptable resources referred to above or has not provided a satisfactory statement of financial capability.

Financial Stability:

Proposers shall demonstrate financial stability. Proposers must provide a statement of the proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a balance sheet, an income statement and a statement of cash flows.

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company include a recap of the most recent audited financial report.
- b. If a private company provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. Please see Trade Secret Affidavit.

Implementation Plan:

Each proposer shall provide a description of how services will be initiated under the Contract. Ensuring a smooth, seamless transition is of critical importance to the County. At a minimum, the Implementation Plan shall incorporate the Deadlines for Contractor's Implementation Planning found in the Contract located in this RFP.

Customer Service Procedures:

Each proposer shall describe how customer service issues, including complaints, are handled in its organization, and shall confirm that it can meet the requirements of Section 9 of the Contract located in the RFP.

Litigation History:

Each proposer shall identify each case within the last five years where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the proposer's rights, remedies or duties under a contract for the collection or disposal of solid waste; (b) a county, municipality or other entity terminated a written contract with the proposer concerning the collection or disposal of solid waste;

Or administrative fines, liquidated damages or other penalties were assessed or were deducted from the proposer's payments under a contract for the collection or disposal of solid waste. For each case identified, the proposer must describe the basic facts concerning the case, the names and docket numbers of the parties, the name and location of the courts or the administrative venue and its current status.

Bonding Company Commitment:

In accordance with the requirements in the Contract located in this RFP, proposers shall provide an irrevocable letter of commitment from a Georgia licensed bonding company to provide a Performance Surety Bond for services as proposed. The irrevocable letter of commitment must specifically refer to the Contract and accept the requirements and conditions of the Surety Bond set forth therein, and meet the requirements as set forth in the Contract.

Insurance Requirement:

Each proposer must provide proof of its ability to obtain insurance complying with the requirements specified in **Section 14 of the Contract** located in the RFP.

Criminal Convictions/ Environmental Violations:

Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being offered, within the last ten (10) years. The County may disqualify a proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition. Proposers must provide a summary of any environmental violations, including enforcement cases initiated by environmental agencies that have occurred or have been alleged in the last five years.

Fee Proposal (to be submitted in a separately sealed envelope)

The fee proposal is included as: **Section 4: FEE PROPOSAL**. Please follow the fee proposal format as listed when submitting your fee proposal.

Price shall be submitted in a separately sealed envelope with the following information on the outside of it: RFP 25-900A - Solid Waste & Recyclable Collection Services.

SUBMISSION REQUIREMENTS:

Code of Silence: Augusta has established a Code of Silence to be applied to this competitive procurement process. The code of silence will be imposed beginning with the advertisement for this RFP and will end upon selection of the successful proposer by the evaluation committee. The code of silence prohibits any communications regarding this RFP between:

- A potential proposer or lobbyist and Engineering and Environmental Services Department staff, except for communications with the designated procurement agent or contracting officer responsible for administering the RFP; provided that the communication is strictly limited to matters of process or procedure.
- A potential proposer or lobbyist and a member of the Administrator's office, Mayor's office, or Augusta Commission.
- A potential proposer or lobbyist and any member of the evaluation committee.

Any violation of the code of silence will render the proposal and any awarded contract void.

All proposals should be complete and carefully worded and must convey all information requested by Augusta. **The overall submittal shall not surpass thirty-five (35) pages in length, excluding cover letter, required forms, tabs, and appendices.** Submittals should be organized and tabbed (Cover letter, tabs and other required forms are not a part of the thirty-five (35) page limit). Exceptions to the minimum page limit would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal. All documents will be typewritten on standard 8 x 11 white paper format with all standard text fonts no smaller than 12 points. The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal at your option may be spiral bound or bound with some other secure and permanent form of binding.

1. The vendors are required to **submit one (1) marked unbound original and seven (7) copies of their RFP.** Original is to be unbound. Copies may be bound Stapled, ring bound or spiral bound.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.
3. Each copy of the proposal should be bound in a single volume, including any documentation.
4. If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
5. **Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-900A - Solid Waste & Recyclable Collection Services Fee Proposal**
6. Each proposal will be evaluated using the following criteria of evaluation.



CRITERIA FOR EVALUATION

RFP – Evaluation/Scoring Guidelines

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia’s requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	0% of the available points assigned to the category. Doesn’t have minimum ability/qualifications.
2	Marginal	25% of the available points assigned to the category. Meets minimum qualifications/availability but one or more major considerations are not addressed or is lacking in some essential aspects.
3	Adequate	50% of the available points assigned to the category Meets minimum qualifications/availability and is generally capable of performing work
4	Good	75% of the available points assigned to the category More than meets minimum qualifications/availability and exceeds some aspects
5	Excellent	100% of the available points assigned to the category Fully meets minimum qualifications/availability and exceeds in several or all areas

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and waste hauling expertise of the firm and subcontractors/proposers to conduct the required services as listed in this RFP and adhering to all applicable license requirements.
- b. Ongoing Similar services contract with other localities
- c. Firm response time to missed pickup service history
- d. Firm contractual dispute and litigation history
- e. Environmental Compliance history

3. Organization & Approach (15 points)

- a. Describes familiarity of services and demonstrates understanding of requested services
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar contract/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Contract and Services Management Approach
 - i. Team is managed by an individual with appropriate experience in similar contract/services. This person's time is appropriately committed to the contract/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within contract/services schedule.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the contract /services delivery.
 - ii. Key positions required to execute the contract/services team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the contacted services.

4. Scope of Services to be Provided (15 points)

- a. Service Delivery Implementation Plan.
- b. Customer Service Procedures.
- c. Service route management process/strategy
- d. Service delivery communication with Client process/strategy

5. Available Resources and Financial Stability (10 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer and include available resources.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.
- c. Each proposer shall identify each case within the last five years where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the proposer's rights, remedies or duties under a contract for the collection or disposal of solid waste; (b) a county, municipality or other entity terminated a written contract with the proposer concerning the collection or disposal of solid waste.
- d. Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being offered, within the last ten (10) years.
- e. List available resources to complete requested services on time and on schedule.
- f. List available backup resources that are available and can be mobilized for continuity of requested services per schedule in emergency situations.
- g. Provide firm financial health summary. If service provider is subsidiary of principal firm, then provide information for both.

NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. Please see Trade Secret Affidavit.

6. References (5 points)

- a. Provide as reference the name of at least **three (3) agencies** you currently or have previously contracted for similar services in the **past three (3) years**.
- b. Include specific individuals with addresses, telephone numbers and email addresses.

7. Proximity to Area (10 points maximum-weighted value is 5)

- a. Within Richmond County 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 points

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (5 points)

Proposer provides responses to various interview panel questions.

10. Cost/Fee Proposal (10 points maximum – weighted value 5) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP.

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> Package submitted by the deadline Package is complete (includes requested information as required per this solicitation) Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience <ul style="list-style-type: none"> Relevant Services experience, specific qualifications, waste hauling expertise & Recycling Services Ongoing similar services contracts with other large entities Collection response time history Waste hauling Contractual dispute and environmental compliance history 		20											
3	Organization & Approach <ul style="list-style-type: none"> Understanding & familiarity of requested services Roles & Organization of proposed Team serving this contract Waste Hauling contract and services management approach Proposed team role in contracted services delivery 		15											
4	Scope of Services <ul style="list-style-type: none"> Service delivery implementation plan Customer service procedures Service route management process/strategy Service delivery communication with client process/strategy 		15											
5	Available Resources and Financial Stability <ul style="list-style-type: none"> Firm resources needed for completing requested services in timely manner and on schedule Firm backup resources for continuity of uninterrupted services during primary assigned equipment failure or workforce and other emergency Firm financial health and ability to provide needed resource 		10											
6	References (include specific individuals with addresses, telephone numbers, and email addresses.		5											
7	Proximity to Area (10 points mx- weighted value 5) <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Within Richmond County</td> <td style="text-align: right;">10 points</td> </tr> <tr> <td>Within CSRA</td> <td style="text-align: right;">6 points</td> </tr> <tr> <td>Within Georgia</td> <td style="text-align: right;">4 points</td> </tr> <tr> <td>Within SE United States (includes AL, TN, NC, SC, FL)</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td>All Others</td> <td style="text-align: right;">1 points</td> </tr> </table>	Within Richmond County	10 points	Within CSRA	6 points	Within Georgia	4 points	Within SE United States (includes AL, TN, NC, SC, FL)	2 points	All Others	1 points		10	
Within Richmond County	10 points													
Within CSRA	6 points													
Within Georgia	4 points													
Within SE United States (includes AL, TN, NC, SC, FL)	2 points													
All Others	1 points													
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Rating (0-5)	Weight	Score (Rating * Weight)										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	Cost/Fee Proposal Consideration (10 points mx- weighted value 5) <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">A. Lowest Fee</td> <td style="text-align: right;">10</td> </tr> <tr> <td>B. Second</td> <td style="text-align: right;">6</td> </tr> <tr> <td>C. Third</td> <td style="text-align: right;">4</td> </tr> <tr> <td>D. Fourth</td> <td style="text-align: right;">2</td> </tr> <tr> <td>E. Fifth</td> <td style="text-align: right;">1</td> </tr> </table>	A. Lowest Fee	10	B. Second	6	C. Third	4	D. Fourth	2	E. Fifth	1		10	
A. Lowest Fee	10													
B. Second	6													
C. Third	4													
D. Fourth	2													
E. Fifth	1													
Total:			100											

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SELECTION PROCESS:

A Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria WILL result in your proposal being declared non-compliant and thus ineligible for further consideration.

Based on the Evaluation Criteria, Augusta reserves the right to select more than one contractor to provide the requested services. Augusta reserves the right entering requested services fee negotiation with top qualified responsible recommended proposers. Please submit your proposal in a concise written tabulated format indexed and organize recommended firm and contract will be presented to the Augusta Commission for final approval.

EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal. Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Please submit your proposal in a concise written tabulated format indexed and organize recommended firm and contract will be presented to the Augusta Commission for final approval.

Phase One Criteria (Identify short listed offerors only)

The Interim Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria (if deemed necessary)

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract

The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror

whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation.

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.

PRICE PROPOSALS

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Interim Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Interim Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Interim Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Interim Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Interim Procurement Director and the using agency may select from the additional offerors that were not shortlisted in order of their responsibility and responsiveness and the Using Agency, and the Interim Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

FINAL SELECTION

The Evaluation Committee will present their recommendation to the appropriate oversight committee/user agency for review and recommendation. The Augusta Board of Commissioners will make the final decision.

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a Best and Final" offer.

Price shall be submitted in a separately sealed envelope with the following information on the outside of it: RFP 25-900A - Solid Waste & Recyclable Collection Services.

SECTION 2: INSTRUCTION TO PROPOSERS

INSTRUCTION TO PROPOSERS

IB-01 **GENERAL**

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of **ninety (90) days** after bids have been awarded, pending the execution of contract with the successful bidder.

The contractor team must have at a minimum five years of very recent similar waste stream hauling & waste recycling experience with demonstrated resources, including back up resources such as additional hauling vehicles, assigned to contracted waste hauling. In addition, the contractor team must have good standing in level of service and customer service and has ability to work in the state of Georgia.

IB-02 **EXAMINATION OF WORK**

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

IB-03 **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation must be submitted in writing to the Procurement Department by fax to 706 821-2811 or emailed to procbidandcontract@augustaga.gov by Friday, March 14, 2025, @ 5:00 p.m. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA Interim Procurement Director. The Interim Procurement Director shall send by certified mail with return receipt requested to all prospective proposers (at the respective addresses furnished for such purposes), no later than five working days prior to the date fixed for the opening of RFP's. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.

IB-04 **PREPARATION OF BIDS/PROPOSALS**

Bids/Proposal shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid/proposal forms should be initialed by the person signing the bid/proposal.

Bidders must quote on all items appearing on the bid/proposal forms, unless specific directions in the advertisement, on the bid/proposal form, or in the special specifications allow for partial bids/proposal. Failure to quote on all items may disqualify the bid/proposal. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids/proposal will not be considered unless specifically called for.

Telegraphic bids/proposals will not be considered. Modifications to bids/proposals already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids/proposals.

Bids/proposals by wholly owned proprietorships or partnerships will be signed by all owners. Bids/proposals of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the bid/proposal.

IB-05 BASIS OF AWARD

The bids/proposal will be compared on the basis of evaluation criteria included in "Request for Proposal" section of this RFP. Unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract including contracting Franchising fee, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids/proposals. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the Contractor to check all items of requested services. In case of error in extension of prices in a proposal, unit bid prices shall govern.

Payment to CONTRACTOR will be made only for actual quantities of Work performed or services furnished in accordance with Contract and it is understood that quantities may be increased or decreased.

IB-06 BIDDER'S QUALIFICATIONS

No proposal will be received from any bidder unless he/she can present satisfactory evidence that he/she is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He/she shall submit with his proposal, a **FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT**, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications.

The principal firm(s) submitting bids must be firms regularly engaged in the provision of direct contractor services. In addition, each firm must be experienced in the residential & commercial non-hazardous waste stream hauling by at least three **(3) contracts of similar size/type within the past three (3) years**. The identity of those contracts must be supplied sealed in a separate envelope. The statement of qualification must be of sufficient detail to demonstrate the firm's ability to perform all aspects of the scope of work.

The Statement shall address the following items in the exact order and format:

1. Firm's Contractor experience and ability to perform as Contractor for waste hauling services of similar size and complexity to a proposed facility.
2. Submit a listing of previous contracts with references on which your firm performed waste hauling services on which a stipulated sum and bonding was provided.
3. Identify the firm's current bonding capacity
4. Provide a history of the firm, including years in business and number individuals employed by the firm. If services providing firm is subsidiary firm of another firm (such as LLC of or under a Parent Company) then requested information shall relates to services providing subsidiary firm.
5. Firm's experience and professional qualifications of proposed key jobsite staff:
 - a. Provide a listing of all key staff that would be assigned to this project at the jobsite and perform all major aspects of the on-site responsibilities.
 - b. Provide a detailed resume of each of proposed jobsite staff, including all positions held within the past 5 years and references.
 - c. Provide an organizational chart of the firm and proposed jobsite project staff.

The owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or entities for which the bidder has done similar work.

IB-07 PERFORMANCE and PAYMENT BOND

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Annual Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Such bonds shall stay active for entire duration of this contract. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Attorneys-in-fact who sign bonds must file with each copy thereof, a certified and effectively dated copy of the power of attorney.

A performance bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to equal to 100% of the annual revenue collectable under this Contract. The form and amount of this surety bond shall be reviewed annually.

A payment bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to 25% of the Contract's value. The form and amount of this surety bond shall be reviewed annually.

IB-08 REJECTION OF BIDS/PROPOSALS

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid/Proposal may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineering & Environmental Services department director, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid/proposal may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

SECTION 3: GEORGIA PROMPT PAY ACT

Augusta Engineering and Environmental Services Department

GEORGIA PROMPT PAY ACT

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

NOTICE

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

DISPOSALS

All material collected under this contract shall be disposed of Augusta Deans Bridge Road Solid Waste Facility or another designated facility/location solely determined by Augusta, Georgia.

SECTION 4: FEE PROPOSAL (submit in a separate sealed envelope)

Date: _____

Gentlemen:

In compliance with your invitation for bids/RFP dated _____, 2025, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the Solid Waste & Recyclable Collection & Disposal Services, and appurtenances referred to herein as:

**RFP 25-900A Augusta Solid Waste & Recyclable Collection
Service Area- Zone One, Zone Two, Zone Three**

In strict accordance with the Request for Proposal, Contract Documents & relevant documents, and in consideration of the amounts shown on the Fee Schedule attached hereto and totaling per year:

_____ DOLLARS
(\$ _____) **

**** Billed Amount will be based on actual quantities served and periodic unit fee revisions per this RFP associated contract provisions.**

The undersigned hereby agrees that, upon written acceptance of this bid/proposal, he/she will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he/she will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he/she will commence the work at the contract effective date that is listed in the executed contract document, and that he/she will complete all work per schedule included in this RFP associated executed contract document.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

Respectfully submitted:

(Name of the Firm)

(Business Address)

By: _____

Title: _____

SECTION 4 Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-900A Solid Waste & Recyclable Collection Services

4.1 EXHIBIT A - FEE SCHEDULE

PRIMARY UNIT FEE PROPOSAL						
Solid Waste & Recyclable Collection Services						
[Augusta will award contract to one contractor; serving Zone-1, Zones-2 & Zone-3)						
Solid Waste, yard Waste, and Bulky Waste Service						
Service Area Zones-1, 2 & 3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage, yard Waste, Bulky Waste	Residential	Weekly	64863		
2	Garbage	Non-Residential	Weekly	171		
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	10536		
4		Extra Carts	Weekly	2525		
Zone-1 rough quantity: 30217 (residential), 142 (non-residential), 5195 (unoccupied), & 1259 (extra carts)						
Zones-2 &3 rough quantity: 34646 (residential), 29 (non-residential), 5341 (unoccupied), & 1266 (extra carts)						
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting under this RFP contract or directly with residents and others on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) Cost of services (fees) evaluating ranking will be based only on this Primary Unit Fee Proposal						

4.1 Cont. **EXHIBIT A - FEE SCHEDULE**

ADD ON SERVICE-RECYCLING

UNIT FEE PROPOSAL						
OPTION ONE (Assume ten percent (10%) of residential account participation)						
Recyclable Material Collection and Disposal						
Service Area Zone-1 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Service Area Zone-2 & Zone-3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting with Augusta, GA (City) under this RFP contract and on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) The contractor will take recyclable material to its own selected Recycling Facility						

4.1 Cont. EXHIBIT A - FEE SCHEDULE

ADD ON SERVICE-RECYCLING

UNIT FEE PROPOSAL						
OPTION TWO (Assume ten percent (10%) of residential account participation)						
Recyclable Material Collection and Disposal						
Service Area Zone-1 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Service Area Zone-2 & Zone-3 [* Actual quantity may vary]						
	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Recyclable Material	Residential	Once a weekly	3500		
2	Recyclable Material	Residential	Twice a month	3500		
3	Recyclable Material	Residential	Once a month	3500		
Notes: 1) Contactor must offer recycling service under condition of this contract, and shall provide Recyclable Services by contracting directly with residents and others on request.						
2) No fuel type preference. Contractor has option to use diesel or alternate Fuel Vehicles						
3) The contractor will take recyclable material to its own selected Recycling Facility						

SECTION 5: AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2025 by and between the
AUGUSTA, GEORGIA

party of the first part, hereinafter called the **OWNER**, and

_____ party of the second part, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter names, agree as follows:

ARTICLE I – SCOPE OF THE WORK:

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work as described in the RFP Document and associated Contract & Exhibits for the services contract entitled:

RFP 25-900A Augusta Solid Waste & Recyclable Collection Service Area- Zone One, Zone Two, Zone Three

and in accordance with the requirements and provisions of the Contract as defined in the RFP & associated Contract documents, hereto attached, which are hereby made a part of this agreement. Any contract specific notes will supersede the concurrent notes on General condition.

ARTICLE II – TIME OF SERVICE COMPLETION –DAMAGES:

The Services shall be provided perm terms of this RFP and Associated contract and other documents included as part of this agreement. If the Contractor fails to provide collection of a Request for Service by the times specified in the contract, the Contractor shall pay the County Damages as specified in the Contract Section 3.11.4 “Damages”.

ARTICLE III – PAYMENT:

The owner shall pay to the Contractor for the performance of the contract the amount as stated in the Proposal, Schedule of Items and the Contract. No variations shall be made in the amount except as set forth in the contract attached hereto.

(a) Progress Payment

Augusta, Georgia will pay the contractor per methods and terms specified in the Contract Section 13 “Compensation”.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

AUGUSTA, GEORGIA

(Owner)

By: _____

SEAL

Garnett L. Johnson., Mayor

Attest to Clerk of Commission

Witness

CONTRACTOR: _____

By: _____

Title: _____ **SEAL**

Address: _____ **Attest**

Secretary

Witness

DRAFT CONTRACT

Solid Waste & Recyclables Services
DRAFT CONTRACT

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DRAFT CONTRACT SPECIAL PROVISION

This draft contract is subject to modification based on Augusta Commission awarded Service Option

**AUGUSTA RICHMOND COUNTY
SOLID WASTE AND RECYCLABLES COLLECTION CONTRACT**

THIS AGREEMENT (the "Agreement") is effective as of the day of _____, 2025 (the "Effective Date"), with the first day of service being January 1, 2025 (the "Starting Date") by and between Augusta Richmond County, Georgia, a Georgia municipal corporation (hereinafter referred to as the "County"), and _____, a _____ corporation doing business as _____ (hereinafter referred to as "Contractor").

WHEREAS, Augusta, Georgia owns and operates a Subtitle D MSW landfill known as Deans Bridge Road Landfill; and

WHEREAS, the Deans Bridge Road Landfill is the destination for the solid waste to be collected under this Agreement; and

WHEREAS, Augusta desires the Contractor to provide Residential Units with Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection to its citizens; and

WHEREAS, Augusta desires the Contractor to provide Designated Non-Residential Locations with Residential Garbage and Recyclables, collection to its citizens; and

WHEREAS, Augusta desires the Contractor to provide Unoccupied Locations with Yard Waste and Bulky Waste collection to its citizens; and

WHEREAS, the Contractor desires to provide such solid waste and recyclables collection services; and

WHEREAS, Augusta desires the Contractor to provide vehicles that operate solely on compressed natural gas (hereinafter referred to as "CNG"); and

WHEREAS, Augusta reserves the rights allowing the Contractor to use vehicles that operate on "Diesel" fuel as an alternate to require "CNG" fuel operated vehicles; and

WHEREAS, all parties hereto desire to set forth the rights and obligations of the parties in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual premises and the compensation as defined below and other good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1 - DEFINITIONS

For the purpose of this collection services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition in the law(s) shall prevail. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Area Miss means missed collection involving one hundred (100) or more Residential Units, Designated Non-Residential Locations, and Unoccupied Locations in the Designated Collection Area on one collection day.

Appliances see White Goods.

Building Material see Construction Debris.

Bulky Waste means large items of solid waste such as furniture, mattresses, and other items too large for the Roll-Out Cart, including any oversized wastes whose large size precludes or complicates their handling by normal solid waste collection. Bulky Waste as defined here shall **not** include property owner or tenant generated building materials/construction debris and shall not be collected by the Contractor. (3.1.6 bulky waste collection states building/construction shall not be collected by Contractor.). Bulky Waste is divided into two (2) distinct categories; a) piles less than 10 cubic yards; and b) piles 10 cubic yards or greater. See Section 3.1.6 for restrictions

Carry-Out Collection means special handling service provided to those individuals unable to place their Residential Garbage or Recyclables curbside for collection due to Physical Impairment and where no person(s) capable of placing the Residential Garbage or Recyclables curbside resides at the dwelling. Carry-Out Collection services are not available for Yard Waste or Bulk Waste. In no event will the quantity of persons receiving Carry-Out Collection services exceed three percent (3%) of the total Residential Units located within the Designated Collection Area. Carry-Out Collections shall be limited to a maximum of 200 feet from the public right of way.

County means Augusta, Georgia.

Collection Schedule means the days of collection authorized by the Contract.

Collection Services means Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection, as described herein.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations.

Contract means this Agreement as executed for the provision of solid waste collection services in Augusta, including all of the provisions, responsibilities, procedures, remedies, and attachments without exception.

Contract Administrator means Augusta's Engineering & Environmental Services Director, or his/her designee, assigned to administer this Contract on behalf of Augusta.

Contract Term means the duration of the Contract, measured from the Starting Date as set forth in this Agreement.

Courtesy Collections means special collection requests by Augusta that the Contractor shall be responsible for providing within the same time period as regularly scheduled collections.

Customer means the recipient of collection services within Augusta, provided through this Contract, and includes Residential Units, Designated Non-Residential Locations, and Unoccupied Locations.

Damages means agreed to, actual, compensatory, consequential, continuing, direct, irreparable, punitive, presumptive, proximate and/or rescissory damages incurred & verified by Augusta, the payment of which shall not be an exclusive remedy.

Dead Animals means animals or portions thereof equal to or less than 100 pounds in weight, which have expired.

Designated Collection Area means the geographic area of which the Contractor will provide collection and other services pursuant to the Contract. Collection points will be at the curb or other Augusta determined locations for Customers receiving Carry-Out Collection service.

Designated Disposal Facility means a facility to which Garbage, Yard Waste and Bulky Waste collected under the Contract must be delivered. The disposal facility for Residential Garbage, Yard Waste and Bulky Waste collected as part of this Contract will be the Deans Bridge Road Landfill located in Augusta, Georgia.

Designated Non-Residential Location means a non-residential location in the Service Area that receives collection and other solid waste services from the Contractor. An example would be public facilities or small businesses serviced by Roll-Out Carts.

Designated Recycling Facility means a Materials Recovery Facility or transfer station selected by Augusta for delivery of Recyclables and/or White Goods collected under this Contract.

District Manager means the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Contract.

Fiscal Year means Augusta's fiscal year that runs from January 1 through December 31.

Garbage, Residential See Residential Garbage

Hazardous Waste means waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law; as well as all waste defined as "Hazardous Waste" in this Agreement. For the purposes of this Agreement, the term Hazardous Waste shall also include, but is not limited to, propane tank, oxygen tank, motor oil, gasoline, and liquid paint.

Hot Load means any vehicle carrying solid waste observed to be smoldering, smoking, on fire, giving off odors, or leaking a caustic or corrosive substance.

Implementation Plan means a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's collection services under this Contract on the Start Date. The Implementation Plan shall include a description of how the Contractor will evaluate routing and determine routes.

Littering means allowing spilled or wind-blown materials to come from the vicinity of the Contractor's truck hopper or to fall to the ground as the Roll-Out Carts are emptied.

Maintenance Director means the person the Contractor has assigned to Augusta, and shall be a qualified person to be in charge of maintenance associated with providing Collection Services within the Service Area. The Maintenance Director shall be physically stationed in the Service Area and available to Augusta through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Material Recovery Facility or MRF means a site used for the collection, storage, and processing of Recyclables.

Miss means any Request for Service of a missed collection reported to Augusta.

Non-Conforming Waste for this contact, waste such as hazardous waste, industrial waste, biomedical waste (or special waste is "Non-conforming waste" and is excluded from collection by the contractor.

Industrial Waste: *Solid Waste generated by industrial processes and manufacturing.*

Biomedical Waste: *Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, and other such waste material.*

Special Waste: *Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead -acid batteries and Biomedical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; incinerator ash; medical wastes; off-spec chemicals; sludge; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.*

Physical Impairment means a condition that renders an individual physically unable to bring a Roll-Out Cart either to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.

Putrescible means wastes that will decay or become rotten such as meats, dairy products, vegetables, fruits, etc. that are normally the source of odors and are attractive to insects.

Producer means a property owner or tenant of a Residential Unit, Designated Non-Residential Location and Unoccupied Location who generates solid waste.

Recyclables means solid waste including but not limited to newsprint and inserts; junk mail, cardboard, books and phone books, food packaging (not contaminated by food), magazines, paper bags and boxes; plastic bottles and containers to include items labeled #1 and #2, plastic milk containers, detergent bottles and plastic soft drink and liquor bottles; aluminum, steel, or tin cans; and other items determined to be recyclable by Augusta. Augusta may amend this list from time to time.

Recyclables Cart means the container designated and authorized by Augusta based upon the container's depth, size, and material and identified solely for Recyclables. It shall be subject to the collection regulations pertaining to Recyclables.

Refuse means all nonputrescible material discarded for disposal as Residential Garbage.

Repeat Collection Miss means two or more collection misses at any one Residential Unit, Designated Non-Residential Location, Unoccupied Location, or other designated collection point during any thirty (30) day period or four (4) or more collection misses in a ninety (90) day period.

Request for Service means reported customer service requests or discovered missed collection of Residential Garbage, Recyclables, Yard Waste or Bulky Waste from any one Residential Unit, Designated Carry-out Collection Locations, Designated Non-Residential Locations, Unoccupied Location or Courtesy Collections on the form used by Augusta to document customer service requests. Usually this request is transmitted electronically to the Contractor and can also be referred to as an "Insight" or "GBA" work order.

Residential Garbage means residential waste including but not limited to animal and vegetable matter; non-hazardous residential waste materials; properly contained medical waste; discarded food or beverage containers; discarded toys, clothing and other residential items; but excluding liquids of any kind. For the

purpose of this Contract, Residential Garbage also includes garbage generated by Designated Non- Residential Locations.

Residential Unit means any single-family dwelling, condominium, or rental unit with four (4) or fewer dwelling units at one location. Each dwelling unit contained in a condominium and each dwelling unit in apartment complexes with four (4) or fewer rental units will be counted as separate collection points.

Roll-Out Cart means the gray (or any other color) plastic Roll-Out Cart supplied by Augusta to Customers or other designated Producers for the collection of Residential Garbage or Recyclables.

Service Area means the area(s) within Augusta limits served by the Contractor(s) and any annexations, if granted.

Supervisor means the person the Contractor has assigned to Augusta, and shall be a qualified supervisor to be in charge of the operations within the Service Area. The supervisor shall be physically stationed in the Service Area and available to Augusta through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Valid Miss means any missed Request for Service or solid waste collection determined by Augusta to result from Contractor negligence or omission.

Vehicle Leaks and Spills means leaks consisting of a constant drip of fluids or fluid spills that leave visible puddles or "staining" upon the pavement. These fluids can be any of the motor fluids, hydraulic fluids, or waste liquids from the compactor unit.

White Goods includes refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, any others similar domestic appliances that are collected by the Contractor for recycling.

Yard Waste means grass, leaves, limbs, trimmings, or other plant or vegetative material generated by the Customer (at associated account listed parcel) and separated and placed at curbside for collection. Yard Waste is divided into two (2) distinct categories; a) quantities less than 10 cubic yards; and b) quantities 10 cubic yards or greater. See Section 3.1.7 for restrictions.

Unoccupied Locations means a vacant or unoccupied Residential Unit, unimproved property or vacant lot.

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Performance Commencement

The term of this Agreement shall commence on July 1, 2025, and terminate on December 31, 2030 (the "Initial Term") unless this Agreement is terminated earlier by Augusta as herein provided. This Agreement may be renewed for a five (5) year term (the "Renewal Terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

2.2 Transition prior to Commencement Date of this Contract.

Contractor understands and agrees that the time between the formal Contract signing and January 1, 2025 is intended to provide the Contractor with sufficient time to, among other things, order equipment, prepare necessary routing changes, and prepare to start services. Contractor shall be responsible for the provision of all collection services beginning January 1, 2025. Accordingly, Contractor shall provide collection services as set forth in this Contract no later than January 1, 2025.

2.3 Contractor's Implementation Planning

Forty-five (45) days prior to services commencement the Contractor shall submit Augusta contracted services Implementation Plan. At a minimum, the Contractor must address the following specific performance requirements in the Implementation Plan and accomplish them according to schedule by mutual agreement. Prior to this, Augusta will provide the contractor assigned Service Area detailed customer list containing all Residential Garbage, Designated Non-Residential, and Unoccupied Locations. The Contractor shall also request from Augusta other information that the Contractor may reasonably need for an effective implementation of contracted services.

- 1) Waste collection and maintenance plan demonstrating that: all necessary resources (such as vehicles, equipment, and containers) are available and located in contractor's yard designated to serve Augusta's Zone one service area contracted services.
- 2) Contractor shall confirm in writing to Augusta Contract Administrator that all of the vehicles necessary to provide collection services have been registered, licensed, tagged, and equipped, and are ready to perform in

- compliance with the requirements of this Contract.
- 3) By December 16, 2025, Contractor shall provide Augusta Contract Administrator with a vehicle and equipment list, which shall identify the make, type, year, license number, and identification number for each Collection vehicle.
 - 4) By December 16, 2025, Contractor shall ensure that all collection vehicles have been properly permitted, inspected, and have an established tare weight with the Designated Disposal Facility.
 - 5) By December 16, 2025, Contractor shall confirm in writing to Augusta Contract Administrator that:
 - (a) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Contract; (b) all of the Contractor's drivers have inspected their collection routes and confirmed their ability to complete their routes on the scheduled collection work day; (c) drivers have been made aware of all Carry-Out Collection locations; (d) provide a certification that all employees working under this contract have passed the Contractor's background check; (e) provide a certification that all employees working under this contract have passed a pre-employment drug test; and (f) provide a certification that all employees working under this contract have agreed to abide the operating rules of the Designated Disposal Facility and Designated Recycling Facility.

2.4 Transition upon Expiration of this Contract

2.4.1 Continuation of Contractor's Service

If Augusta does not exercise its right to renew this Contract or if there are no renewal options remaining, Augusta will attempt to award a new agreement at least six (6) months prior to the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection Services to Augusta on a month-to-month basis after the expiration of this Contract, at the then established rates, if Augusta requests this service with at least thirty (30) days notice to the Contractor.

2.4.2 Schedule for Termination of Contractor's Service

Prior to the termination of this Contract, Contractor shall work with Augusta to ensure that there is no interruption or reduction of service when the Contractor ends its services to Augusta. If a new contract is awarded to a hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected hauler, as well as Augusta, to minimize any disruptions in the service provided to the public.

SECTION 3 - GENERAL COLLECTION REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall collect and transfer, in a workmanlike manner, according to the Collection Service Frequency in Section 3.5; the following:

3.1.1 Residential Garbage

Residential Garbage and Recyclables in Contractor-provided Roll-Out Carts placed at curbside, Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Residential Unit.

3.1.2 Designated Non-Residential Location

Residential Garbage and Recyclables in Contractor-provided Roll-Out Carts placed at curbside, at each Designated Non-Residential Location.

3.1.3 Unoccupied Locations

Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Unoccupied Location.

3.1.4 Roll-out Carts

Approved Roll-Out Carts shall be provided by Contractor to each Residential Unit and Designated Non-Residential Location. Additionally, the Contractor shall provide Carry-Out Collection for those residents qualifying for this special service and all Courtesy Collections when requested by Augusta. The Contractor shall furnish all labor, equipment materials, tools, storage, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide Collection Services, in the Designated Collection Area, as described herein.

- a. **Residential and Designated Non-Residential Location Roll-Out Carts - Garbage:** Each Residential Unit and Designated Non-Residential Locations is initially authorized one (1) gray topped Roll-Out Cart with an Augusta, Georgia logo, should the volume needs for Residential Garbage increase for a specific Residential Unit or Designated Non-Residential Locations, Augusta may authorize additional Roll-Out Cart(s) for that location. Augusta will then

pay for the additional Roll-Out Cart(s) at the rates specified in this contract. Multiple Augusta, Georgia Roll-Out Carts beyond those authorized at each location, personal carts or cans, and Roll-Out Carts from other hauling services containing Residential Garbage shall not be emptied, and the Contractor shall report these unauthorized carts immediately to Augusta for investigation.

- b. Residential and Designated Non-Residential Location Roll-Out Carts - Recyclables:**
Per terms of individual direct service agreement between the Contractor and Residential Unit and Designated Non-Residential locations.

3.1.5 Extra Residential Garbage Collection

Residential Garbage placed outside the Roll-Out Cart on a regular basis shall not be collected, and the Contractor shall report the address of any Customer that fails to comply with this restriction to Augusta for investigation. The Contractor shall report the address for entry into Work Order System for monitoring purposes. ***Residential Garbage shall not be collected as Bulky Waste except as otherwise allowed by the Agreement.***

3.1.6 Bulky Waste Collection

The Contractor shall collect Category One (1) Bulky Waste once per week from Residential Units and Unoccupied Locations. Contractor shall strictly follow established process as written herein or as later modified in writing. Bulky Waste is divided into two distinct categories as described below:

- a. Category One (1):** Bulky piles less than 10 cubic yards that do not require scheduling, qualify for curb-side collection, and are collected by the Contractor as part of the residential route collection process, provided that any material shall be no longer than 5 feet in length, and size and weight is reasonably accessible (50lbs or less per item) by manpower; and
- b. Category Two (2):** Bulk Waste piles 10 cubic yards or greater that do not qualify for curbside collection, must be placed for County grapple truck collection. When the Contractor encounters a Bulk Waste pile 10 cubic yards or greater the Contractor shall NOT collect any portion of this Bulk Waste pile and report the location immediately to Augusta for investigation. However, in case of more than one pile making it 10 cubic yards or greater then Contractor shall pick up at a minimum one of the piles. For multiple piles that are individually under 10-cy each; Contractor needs to pick up two such piles.
- c.** Also included in Category One and Category Two as items not collected by Contractor are lawnmowers, gas powered tools or equipment, vehicle parts, white good, and Construction Debris.
- d.** Reporting of Category Two bulky waste shall be either through an automated on-board software solution or via email from the Contractor.

3.1.7 Yard Waste Collection

The Contractor shall collect Category One (1) Yard Waste from Residential Units and Unoccupied Locations according to Section 3.5. Yard Waste shall be placed in plastic or kraft bags, in Customer provided cans (under 32gallon), clearly identifiable as Yard Waste, or in piles. Contractor shall strictly follow established process as written herein or as modified later in writing. Yard Waste is divided into two distinct categories as described below:

- a. Category One (1):** Yard Waste piles less than 10 cubic yards that do not require scheduling, qualify for curb-side collection, and are collected by the Contractor as part of the residential route collection process, provided that any material shall be no longer than 5 feet in length and/or 4 inches in diameter, and size and weight is reasonably accessible by manpower; and
- b. Category Two (2):** Yard Waste piles 10 cubic yards or greater, any one material over 5 feet long, that do not qualify for curbside collection must be placed for County grapple truck collection. When the Contractor encounters a Yard Waste pile 10 cubic yards or greater Contractor shall NOT collect any portion of this Yard Waste pile and report the location immediately to Augusta for investigation. However, in case of more than one pile making it 10 cubic yards or greater then Contractor shall pick up at a minimum one of the piles. For multiple piles that are individually under 10-cy each; Contractor needs to pick up two such piles.
- c.** Under Category one or Two, The Contractor shall also not collect Yard Waste placed in polybags, tarps, wheel barrel, or any other container other than described above.

- d. Reporting of Category Two yard waste shall be either through an automated on-board software solution of via email from the Contractor.

3.1.8 Residential Recyclables Collection

The Contractor shall collect Recyclables from Residential Units and Designated Non-Residential Locations. Per terms of individual direct service agreement between the Contractor and Residential Unit and Designated Non-Residential locations. Operation and expansion of the residential recycling program is a high priority for Augusta.

3.1.9 Roll-Out Cart and Recyclable Cart Placement

Contractor shall return Roll-Out Carts and Recyclable Carts to their original position, as provided by Section 5.4; taking care not to block access to driveways or mailboxes after it has been emptied. Contractor should reasonably attempt to close Roll-Out Cart and Recyclable Cart lids.

3.2 Designated Collection Area

Augusta hereby gives, grants, and awards to the Contractor the exclusive right to pickup, collect, and transport for disposal or processing Residential Garbage, Recyclables, Yard Waste and Bulky Waste from all Residential Unit, Designated Non-Residential Location and Unoccupied Location collection points within the Designated Collection Area, as described herein. A map of the Designated Collection Area is presented in Appendix A.

3.3 Monthly Performance Summary

A monthly performance summary form ("Monthly Performance Summary") has been established to assist Augusta in evaluating Contractor performance under this Agreement. The Monthly Performance Summary consists of the following two elements, which are further described in Appendix B.

3.3.1 The Monthly Performance Summary

The Summary will include a listing of key performance measures profiling the Contractor's service level. These measures may be reviewed with the Contractor throughout the month in an effort to identify potential service issues and to work proactively toward a resolution of any deficiencies. The contractor can omit outside the scope of service data any property information and shall include a statement with respect to this omission in the summary report.

3.3.2 Annual Customer Satisfaction Survey

An annual customer satisfaction survey that will be administered by a professional survey company selected by Augusta and paid for by the Contractor. This survey will target areas where service problems or poor participation are observed, and for the purpose of this Contract is valued at the amount shown in Appendix C. (SECTION RESERVED)

Augusta will evaluate the results of the survey in conjunction with the profile of the key performance measures to determine the overall performance of the Contractor. Augusta will review the results of the Monthly Performance Summary with the Contractor on at least a quarterly basis and the Contractor agrees to implement measures as necessary to improve areas identified as requiring improvement. The Contractor recognizes that these results will be compiled by Augusta and may be presented internally or publically.

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

3.4 Materials to be Collected

The Contractor shall provide alley collection and curbside collection of Residential Garbage, Yard Waste, Recyclables and Bulky Waste placed for collection in accordance with the Collection Schedule in the Designated Collection Area, and as further described this document.

3.4.1 Mixing

The Contractor shall not mix Garbage with Bulky Waste, Yard Waste or Recyclables. Further, the Contractor shall not mix any Yard Waste and Recyclables. The Contractor shall not collect material in the same truckload from both Recyclables Carts and Roll-Out Carts, unless Augusta has identified the Recyclables Carts as containing an excess of non-recyclable material. The contractor shall not be responsible for non-conforming waste or waste mixed by the residents.

Augusta may allow mixing of Yard Waste and Bulky Waste in the same truckload.

3.4.2 Damages

If the Contractor's equipment operator collects one or more commodities in the same truckload without permission, or as otherwise allowed by this Agreement, from Augusta, the Contractor shall be assessed Damages in the amount of one thousand dollars (\$1,000) per incident and Augusta may declare it an event of default.

3.5 Collection Service Frequency

The Contractor shall collect Residential Garbage, Recyclables in Contractor-provided Roll-Out Carts placed at curbside, Yard placed at curbside, and Bulky Waste placed at curbside at each Residential Unit and Designated Non-Residential Location. Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Unoccupied Location shall also be collected. Each Customer's Residential Garbage, Recyclables, Yard Waste and Bulky Waste must be collected on the same day of the week (i.e., the collection of Residential Garbage, Recyclables, Yard Waste and Bulky Waste for a single Customer shall be coordinated so that the designated collection day of each type of material occurs on the same day of the week at the Customer's collection point). The Customers' collection day shall be in accordance with the approved Collection Schedule. Augusta expects Roll-Out Carts, Recyclables Carts, Yard Waste and Bulky Waste to be placed at curbside by 7:00 a.m. on the designated collection day. RFP fee schedule describes the service frequencies. When the contract is awarded, selected levels of service described fee schedule will be chosen to be provided and will be inserted below as Table 1 Service Levels

Table 1: Service Levels

[to be inserted after award of Contract by the Augusta Commission]

3.6 Collection Days

Routes for Residential Garbage, Recyclables, Yard Waste and Bulky Waste must be spread out evenly over five (5) collection days, Monday through Friday. For each Residential Unit, Designated Non-Residential Location, and Unoccupied Location, all services will be performed on the same day as Residential Garbage. Waste Pick schedule may change based on contract awarded service level options. According this section will be revised and will be included in final contract document..

3.7 Hours of Collection

No Residential Garbage, Recyclables, Yard Waste or Bulky Waste collection shall commence prior to 7:00 a.m., and the Contractor must request permission to continue collection after 8:00 p.m.

3.8 Holiday Collection

The Contractor shall provide Collection Services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Collection services shall be delayed one (1) day for each observed holiday. For example, if Friday is a holiday then collections normally scheduled on Friday will be collected on Saturday.

3.8.1 Extra Holiday Collections

Contractor shall provide adequate resources to collect the increased holiday waste loads during the five (5) day(s) following the holiday, as listed in Section 3.8. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts shall be collected, and may be collected as Bulky Waste.

3.9 Extra Masters Collections

Contractor shall provide adequate resources to collect the increased waste loads during the week prior to, the week of, and the week after the Masters Golf Tournament. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts during that period shall be collected, and may be collected as Bulky Waste.

3.10 Dead Animals

Augusta personnel will pick up Dead Animals within Augusta limits. Augusta reserves the right to transfer these Dead Animals to any of the Contractor's solid waste trucks operating in the vicinity when Dead Animals are collected by Augusta crews. Contractor's Supervisor shall provide immediate direction and/or location of nearest Contractor solid waste collection truck upon request. Dead Animals shall not be placed in a Collection Vehicle collecting Recyclables.

3.11 Requests for Service

Once any route has been completed, or is scheduled to have been completed, any Customer missed will be designated as a Request for Service, regardless of the time of day.

3.11.1 Communication of Requests for Service and Completion

- a. Upon the receipt of a Request for Service, Augusta will notify the Contractor immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.
- b. If Augusta sends a Request for Service or provides verbal notification of a Request for Service to the Contractor between the hours of 7:00 a.m. to 5 pm. on any given collection day, the Contractor shall provide collection by 5 p.m. the following calendar day excluding Sunday and day of five (5) major holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). Once Augusta has sent a Request for Service, it shall be considered received by the Contractor, in accordance with Section 10.1.
- c. When Contractor's equipment operators are collecting material based on Requests for Service, they shall be responsible for checking other Residential Units, Designated Carry-out Collection Locations, Designated Non-Residential Locations and Unoccupied Locations in the same vicinity for other possible misses in order to prevent additional calls from other Customers reporting collection misses.
- d. Requests for Service and other emergency calls received by Augusta on non-collection days and evenings will be conveyed to the Contractor's emergency representative, as designated in Section 10.1. The Contractor shall respond to such requests in the same timeframe and manner as specified in Section 3.11 for Requests for Service, or as specified in other sections of this Agreement for other requests.
- e. The Contractor shall collect solid waste based on Requests for Service and shall transport the materials to the appropriate and approved Designated Disposal Facility or Designated Recycling Facility, as appropriate, during normal business hours.
- f. The Contractor shall notify Augusta, through its response to the Request for Service, of the date and time that collection was completed.

3.11.2 Route Status

Communication from the Contractor on the status of each day's route completion is vital so that Augusta can adequately respond to Customer complaints as they are received. If the Contractor does not keep Augusta so informed, any reported or discovered collection misses for routes, which should have been completed for that collection day, will be designated as Valid Collection Misses. Therefore, the Contractor shall notify Augusta immediately of the following:

- a. The status of Contractor collection service.
- b. Unresolved Requests for Service from the previous day and plans to resolve these outstanding requests.
- c. Any changes or delays in route completion.
- d. Any open routes not covered in the morning.
- e. Equipment breakdowns which may affect route completion.
- f. Any other event, which could affect the normal time of completion of any route.

3.11.3 Missed Collections

County employees will investigate Request for Service(s), and classify it as a "Valid Miss" if, in their opinion, the reported miss is due to Contractor negligence or omission. Otherwise, it will remain classified as a Request for Service.

The Contractor is responsible for avoiding Repeat Collection Misses.

Requests for Service result in additional work for Augusta, requiring customer service staff to handle customer service requests, and field and office staff to provide follow-up to ensure completion. Therefore, the Contractor shall use its best efforts to minimize the number of Missed Collections.

3.11.4 Damages

If the Contractor fails to provide collection of a Request for Service by the times specified in Section 3.11, the Contractor shall pay Augusta Damages in the following amounts:

- a. One hundred dollars (\$100) for each violation of Section 3.11.1.b during any one (1) calendar month;

b. The Contractor shall also pay Augusta additional Damages of five thousand dollars (\$5,000) per month for any month in which there are two hundred (200) or more violations of Section 3.11.1.b

c. The Contractor shall remain responsible for providing collection. However, if the Contractor fails to pick up the Request for Service by the times specified in Section 3.11.1.b Augusta may elect to provide the service and charge the Contractor Damages in the amount of \$500 per missed collection to cover crew mobilization, collection, transport for disposal, and staff costs. The intent is to ensure that quality customer service is provided to each Customer.

d. Repeat Collection Miss: Should Contractor fail to provide immediate collection of a Repeat Collection Miss, Augusta may, in its sole discretion, provide the collection service and charge the Contractor Damages of \$500 for each collection point serviced by Augusta. The Contractor shall also pay Augusta Damages as follows for Repeat Collection Misses:

(i) Five hundred dollars (\$500.00) for the second and third Collection Miss of any one (1) Residential Unit, Designated Non-Residential Location, or Unoccupied Locations location during any thirty (30) day period.

(ii) One thousand dollars (\$1,000.00) for each Collection Miss for four or more Collection Misses of any one (1) Residential Unit, Designated Non-Residential Location, or Unoccupied Locations location during any ninety-(90) day period.

e. Route Changes: When approved route changes are implemented, the Contractor will be given a four week grace period beginning with the Contractor's first collection day under the approved transition schedule during which misses will be noted but no Damages will be assessed. The grace period is intended solely for one (1) to five (5) Residential Units, Designated Non-Residential Locations, and Unoccupied Locations missed on any one (1) route due to driver unfamiliarity with new routes, therefore any misses of six (6) or more Residential Units, Designated Non-Residential Locations, and Unoccupied Locations on any one (1) route will not be covered by the grace period. Any such misses shall be designated as Valid Misses and shall be subject to Damages. The Contractor shall use its best efforts to limit the number of collection misses, and shall remain responsible for the timely collection of any collection misses during the grace period.

f. Area Misses: The Contractor shall respond to Area Misses in the same timeframe and manner as specified above. The Contractor shall pay Augusta Damages in the amount of:

(i) Two thousand dollars (\$2,000) for the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations missed, and

(ii) Twenty dollars (\$20) for each Residential Unit, Designated Non-Residential Location or Unoccupied Location missed over the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations.

(iii) In addition, if the Contractor fails to provide collection by the times specified in Section 3.8.a.2, Augusta may elect to provide the service and charge the Contractor Augusta's fee for such service.

3.11.5 Courtesy Collections

The Contractor shall be responsible for providing Courtesy Collections, upon request by Augusta. Contractor shall limit Courtesy Collections to a number not to exceed the number of Residential Units times 0.15% percent in any calendar week. This service consists of collections of Residential Garbage, Recyclables, Yard Waste and Bulky Waste from specific Residential Units, Designated Non-Residential Locations and Unoccupied Locations.

The Contractor shall respond to Courtesy Collection requests from Augusta in the same timeframe and manner as specified in Section 3.11.1.b. Augusta shall designate Courtesy Collection requests that are not collected in the specified timeframe to be a Valid Miss, which shall be subject to the Damages specified in Section 3.11.4

3.11.6 Review of Damages Assessed

If Augusta assesses damages that the Contractor believes are not justified by the facts, the Contractor will provide its evidence and schedule a meeting with the Contract Administrator to review. If the matter is not resolved at the review meeting the Contractor may ask the Contract Administrator (or his designee) in writing to review the record and make a determination as to the amount of damages assessed. The Contract Administrator's review shall be made and a written answer provided to the Contractor no later than ten (10) Augusta working days following the receipt of the request for review by the Contract Administrator. Upon receipt of any decision finding liability following the review, the amount of the damages for which liability is found may be withheld by Augusta from the next payment due to Contractor without such withholding being considered a breach of this Agreement. Any damages assessed will be provided to the Contractor within 60 days of the end of the month in which they occurred. Any damages assessed outside 90 days timeframe will not be collected by Augusta from Contractor.

3.12 Designated Non-Residential Location Collection

The Contractor shall provide collection service to Designated Non-Residential Locations identified and designated by Augusta, which may include facilities such as fire stations, schools, churches, non-profit agencies, businesses, and public buildings. Each Designated Non-Residential Location shall be counted as one stop. Payment for collection at Designated Non-Residential Locations will be based on the actual number of Roll-Out Carts at each location. Each Designated Non-Residential Location is required to be served by a Grey, Augusta Roll-Out Cart. Any Roll-Out Carts without the Augusta hot-stamp on the cart shall not be emptied, but shall be reported immediately to Augusta for investigation.

3.13 Unoccupied Location Collection

The Contractor shall provide collection service to Unoccupied Locations identified and designated by Augusta. Each Unoccupied Location shall be counted as one stop, and therefore the Contractor shall be paid for one stop for each Yard Waste pick up and each Bulky Waste pickup. Unoccupied Locations will not be issued Roll-Out carts, and any Roll-Out carts at these locations shall not be emptied but shall be reported to Augusta for investigation.

3.14 Carry-Out Collection

The Contractor shall provide Carry-Out Collection for those individuals who are unable to place their solid waste for collection in the usual manner due to severe physical disability. The Contractor shall not receive special payment for this service.

Augusta will investigate new requests for Carry-Out Collection. If approved, Augusta will notify the Contractor to start the service on the next regularly scheduled collection day.

At its discretion, Augusta will re-confirm the need for Carry-Out Collection. However, if the Contractor has reason to believe that Carry-Out Collection is no longer required at any Residential Unit, the Contractor shall notify Augusta. Augusta will investigate and confirm the need for Carry-Out Collection and notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

3.15 Service Verification and Documentation

The Contractor shall purchase, install, and utilize on-board technologies on each of the collection vehicles and supervisor vehicles. This technology will be used to perform a variety of tasks which will provide necessary data and service validation both for Augusta and for our customers. All data should be available to Augusta on a real-time basis. This technology shall, at a minimum:

3.15.1 Fully Automated Service Verification

The RFID technology shall be capable of reading Augusta's RFID tags in each Roll-Out Cart and shall verify the accuracy of containers being serviced, including positively identifying which Customers were not serviced and why; identify which containers were not out for collection; and which customers had extra materials for collection. It should also identify containers that have been moved, stolen, or relocated. All such actions should be captured by photograph attached to the customer and/or container.

3.15.2 Provide Detailed Route Sheets

Driving directions to the next stop based on the route sheets, also allow the driver to choose the next stop manually when running the route out of sequence. When this occurs, the system shall recalculate the route.

3.15.3 On-Board Scale Technology

Automatically record lift events and lift weights for Roll-Out carts and Recyclables Roll-Out carts for each Customer.

3.15.4 Roll-Out Carts

Capable of automating the delivery, damage, exchanges, returns, and removals of Roll-Out Carts for each Customer. This will be performed by Augusta, but the software should be capable of supporting cart data.

3.15.5 Hand-Held Devices

A hand-held device which integrates with the on-board computer that will allow the driver and/or supervisor to collect information while outside of the vehicle. The hand-held device shall have at least signature verification and RFID reader capabilities.

3.15.6 Global Positioning System

All data gathering and tracking shall be geo-coded and provide real-time vehicle location (within 2 minutes), route driven, and stops made.

3.15.7 Messaging

Wireless communication to each vehicle while in the yard, en-route, or at the Designated Disposal facility, and real-time messaging between the driver and the back-office software.

3.15.8 Reporting

A report center that allows the logging of time for breaks, customer stops, refueling, landfill, and others. This should also provide the recording of detailed events during accident situations, and the exact route each vehicle took any day. Reports should be customizable.

SECTION 4 - ROUTING AND COLLECTION SCHEDULES

4.1 Route Maps

The Contractor shall annually review the existing collection maps and evaluate workloads and service areas for effectiveness and efficiency in light of changed population density and/or distribution. Augusta will review the Contractor's route maps to ensure that all areas to be collected are included, and that routing does not result in dangerous collection practices.

4.1.1 Route Details

Each set of detailed route maps must show, for each collection day, the areas to be collected, the starting point for collection, and the exact direction and sequence of travel of the streets and alleys for each route to be collected. The Contractor shall use its best efforts to minimize the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations that are affected by collection day changes as a result of its initial routing plans.

The Contractor is responsible for ensuring that all routes are accurately populated in the on-board vehicle technology.

4.1.2 Route Summary Information

The Contractor shall include a summary of the route maps, indicating the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations to be collected each collection day, and the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations per route, for Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection. The summary shall also show the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations, which would be affected by any changes in their current collection days, and an explanation of those changes.

4.1.3 Route Boundaries

Routes shall be bounded by natural boundaries, such as bodies of water, major highways or arterials. Any boundaries that are on secondary or residential roads shall be divided on the back of property lines to ensure both sides of the street are collected on the same day and route.

4.1.4 Route Map Format

Route maps shall be submitted in reproducible, approved GIS format. All street names must be legible. The Contractor may request current street maps showing parcel information from Augusta's GIS manager. Once a format is agreed upon, all future route maps shall be prepared using the same format.

4.2 Routing and Collection Day Changes

When adjustments are warranted, the Contractor shall submit detailed route maps, one (1) set each for Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection, to Augusta for Augusta's review. Any routing change, which results in a change of collection days for any Residential Units, Designated Non-

Residential Locations and Unoccupied Locations, requires compliance with the notification process described in Section 4.3. Augusta may require the Contractor to phase in collection day changes and any changes affecting more than five (5) routes.

4.2.1 Route Change Requests

In the event collection days or routes become unbalanced due to population changes or other reason, Augusta may allow the Contractor to make revisions to its initial approved route maps. The Contractor shall submit any requests for changes in routing or collection schedules to Augusta for Augusta's review and approval as follows:

- a. Not less than six (6) weeks prior to the week proposed for a routing change for five (5) routes or less to become effective. Augusta will approve or disapprove the request within three (3) week of receipt.
- b. Not less than twelve (12) weeks prior to the week proposed for a routing change for more than five (5) routes or a collection day change to become effective. Augusta will approve or disapprove the request within six (6) weeks of receipt.

4.2.2 Route Change Documentation

All such changed routes must be documented in the same detail as the original route maps supplied by the Contractor, as described in Section 4.1, and must include the reasons for the requested change and the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected in each route. Changes shall involve easily identifiable route and area boundaries for ease in communicating the change to Customers.

4.2.3 Route Change Justification

The Contractor shall not request any routing or collection day changes without a valid reason because of the resulting confusion to Customers and increases in the number of customer service calls which must be handled by County staff. In addition to the Courtesy Collections provided by the Contractor in accordance with Section 3.11.5, the Contractor shall provide Courtesy Collection to any Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected by a routing or collection day change, upon request from Augusta, for a two-week period following implementation of the change.

4.3 Collection Day Change Notification Process

The Contractor shall be responsible for the full cost and provision of notification to all Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected by any change in routes or collection schedules, which has been approved by Augusta, which alters the day of collection. The Contractor shall submit a notification plan for Augusta's review and approval, at the time of submittal of any request for collection day changes. The notification plan shall outline the process recommended by the Contractor.

Notification must be received by each affected Residential Unit, Designated Non-Residential Location or Unoccupied Location not less than one (1) week or more than two (2) weeks prior to the starting date of such change. Notice shall be made in writing to each individual Customer. Such notice shall include the reason for the change and a County telephone number and e-mail address to contact if further information is desired. The method of notification may be a letter sent through the U.S. Postal Service to every affected Customer of record, or the same letter or a door hanger hand-delivered door-to-door (either handed to the Customer or left at each service address). Notification to Unoccupied Locations shall be a letter sent through the U.S. Postal Service. Notification by notice attached to Roll-Out Carts is not permitted. The method and date of notification and the proposed content of the notice letter or door hanger must be reviewed and approved by Augusta. Augusta may conduct random inspections to ensure notification procedures are being followed.

The Contractor is also responsible for ensuring that its equipment operators are fully informed of any approved change, and that the change is accomplished with a minimum of disruption to Customers and daily operations.

4.4 Route Order

The Contractor shall always collect each route in the order approved by Augusta. Route maps are used by Augusta to document and monitor areas to be collected in order to provide good customer service to the public and to respond to Customer complaints and reported collection misses. Should there be an equipment failure reported to Augusta, the Contractor may request authorization from Augusta for a temporary route change.

4.4.1 Damages

Should the Contractor collect Residential Garbage, Recyclables, Yard Waste and Bulky Waste in any other order without obtaining approval of Augusta in accordance with Section 4.4 and 4.2, and without providing notification to affected residents before the change, the Contractor shall pay Augusta Damages of five hundred dollars (\$500) per route for each daily occurrence.

4.4.2 Route Audits

Augusta shall have the right to ride behind/follow collection vehicles for the purposes of auditing routes and services. Augusta shall request such activity at least 48-hours in advance.

4.5 Collection Impediments

A number of collection impediments may require special effort by the Contractor to provide collection service. Collection impediments of any type, in any portion of the Service Area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall notify Augusta's Contract Administrator within four (4) hours of scheduled service such impediment, and make these additional efforts at no additional cost to Augusta. For the impediments described in this section, the Contractor shall attempt service at least one time on service day; and one time the next business day. If the material cannot be accessed; then the Contractor will not be penalized, but service will be provided the following designated collection day. Under these circumstances, additional trash outside the Carts may be collected as trash or Bulky Waste. Failure to notify Augusta's Contract Administrator within four (4) hours of scheduled service such impediment will be logged as missed pick up.

SECTION 5 - ROLL-OUT CARTS AND RECYCLABLES CARTS

5.1 Provision & Maintenance of Roll-Out and Recyclables Carts

Except as otherwise provided for in this Agreement, Contractor will be responsible for providing and delivering Roll-Out and Recyclables Carts to Customers, and delivering replacement Roll-Out and Recyclables Carts for those which are lost, stolen, damaged or worn beyond their useful life. Roll-out Garbage and Recyclable carts that are provided by Contractor shall be wholly owned by the Contractor. Contractor shall be responsible for keeping all carts in good repair and proper functionality.

5.2 Roll-Out and Recyclables Cart Size & Types

Roll-Out and Recyclables Carts provided to Customers by Contractor will include 35-gallon, and 95-gallon garbage carts and 95-gallon recycle carts in color schemes as specified and approved by Augusta. Augusta may request Contractor to distribute Roll-Out and Recyclables Carts of other sizes; however, all such Roll-Out and Recyclables Carts will be compatible with the approved collection equipment. The number of Roll-Out and Recyclables Carts distributed will be at the sole discretion of Augusta.

5.3 Roll-Out and Recyclables Cart Loss & Damage

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

When Contractor's equipment operators observe any damaged Roll-Out Cart or Recyclables Cart, the Contractor shall report the address and description of the damaged Roll-Out Cart or Recyclables Cart to Augusta through the onboard computer.

5.4 Cart Inventory

The Contractor shall keep on hand in inventory at all times roll-out garbage carts and recyclables carts in amounts at a minimum of no less than 3% of the total amount of carts within their designated service area(s). The contractor shall also keep on hand in inventory at all times sufficient numbers of wheels, axles, lids, handles, lift bars, RFID tags, and any other parts necessary for the maintenance and upkeep of all carts within their designate service area(s). Augusta reserves the right to inspect cart and parts inventory at Contractor's facility upon 24 hours notice to Contractor.

5.5 Cart Delivery, Replacement, Removal

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

Contractor shall be solely responsible to provide cart delivery, removal, and replacement for carts which are faulty, lost, stolen, damaged or worn beyond their useful life.

5.5.1 Damages

Should Contractor fail to provide cart delivery, replacement, or removal within 5 business days from date of work order entry, Contractor shall pay **\$50.00** damages to Augusta per each daily occurrence.

5.6 Cart Repair

The Contractor shall provide cart repairs to include wheels, axles, lids, handles, lift bars, and RFID tags as

well as any other repair to maintain proper function of all carts.

When Customer or Augusta staff observes any damaged Roll-Out Garbage Cart or Recyclables Cart, Augusta shall report the address and description of the damaged Roll-Out Cart or Recyclables Cart to the Contractor through work order entry into the collection management software. Contractor shall provide delivery, replacement, removal and repair within 5 working days from date of work order entry. However, Contractor shall place urgency upon waste cart deliveries and replacement requests wherein the customer does not have a waste cart onsite.

5.6.1 Damages

Should Contractor fail to provide cart repair within 5 business days from date of work order entry, Contractor shall pay **\$50.00** damages to Augusta per each daily occurrence.

5.7 Cart – Customer Request for Change of Service

After selecting a level of service, Augusta will grant each customer the opportunity to change their level of service twice per year. Change of service level include changes in cart size, number of carts property type classification, and request for release submitted on the Augusta Service Modification Request Form. In the event that a customer elects to change their level of service, the Contractor will provide cart delivery, exchange, removal to the customer within five 5 working days after receiving notice.

5.7.1 Damages

Should Contractor fail to provide cart delivery, exchange, or removal within 5 business days from date of work order entry, Contractor shall pay **\$50.00** damages to Augusta per each daily occurrence.

5.8 Cart – Customer Damage

Following inspection, should Augusta, in its sole judgement, determine that the customer was responsible for the damage to the cart, Augusta will assess a cart damage fee to the customer. Augusta will then credit the Contractor the amount of the customer cart damage fees assessed to the next monthly collection service invoice payable to Contractor.

5.9 Roll-Out and Recyclables Cart Placement

Contractor shall return Roll-Out and Recyclables Carts to their original location, or to a safe location, taking special care not to create a hazard to the traveling public, not to block access to driveways or mailboxes. The Roll-Out and Recyclables Carts shall be located a safe distance from either side of the driveway to assure Customers are not impeded in entering their driveway. Roll-Out Carts and Recycling Carts shall not be left in the gutter line of the street, but shall be placed behind the curb where curb and gutter exist and off the road, on public right-of-way when no curb and gutter exist.

5.9.1 Due Care

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

SECTION 6 - EQUIPMENT/FACILITIES

6.1 Collection Vehicles

The Contractor shall provide and maintain during the Contract a fleet of collection vehicles sufficient in number and capacity to perform the services described in this Agreement. All vehicles shall be appropriately licensed with the State of Georgia in Richmond County and comply with all applicable federal, state, and local laws and regulations.

The Contractor shall provide and use only such equipment, material, and facilities as are capable of performing quality and timely services required by this Agreement. The fleet shall be sufficient to the special requirements of adverse weather, holiday and Masters overloads. The Contractor's collection vehicles shall be maintained by the Contractor, kept clean, neat, kept in good repair and working order. The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment may be required to continue performance of the services in an amount no less than 20% of current fleet which is dedicated this Contract.

6.1.1 Vehicle Specifications

- a. All collection vehicles shall have enclosed bodies.
- b. The Contractor may use new or used equipment so long as the equipment is capable of

performing the required services in accordance with this Agreement. Collection equipment utilized in this Agreement shall not be more than three (3) years old at the Starting Date of this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of 10 years.

- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall maintain a dedicated fleet solely for use to provide Augusta collection services included in this Contract. With Augusta approval, and at the sole discretion of Augusta, vehicles used in the provision of services under this Agreement may be used for other purposes, provided that the Contractor has made a request in writing, and such request was approved by Augusta in writing. Any such use shall not interfere in any way with the Contractor's provision of services under this Agreement. Augusta reserves its right to revoke such authorization at any time for any reason.
- f. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- g. All vehicles equipped with a cart tipper/dumper, shall be designed to empty carts pursuant to ANSI 2245.30-2008 and ANSI 2245.60-2008. Cart tippers/dumpers shall be operated at the original equipment manufacturers specifications. Cart tippers/dumpers which do not meet this requirement shall not be used. Augusta has the right to inspect and test cart tipper/dumpers. Should a cart tipper/dumper not pass inspection, the collection vehicle shall be removed from service until such time as the deficiency has been remedied.

If a cart tipper/dumper is used that does not meet the above specifications, the Contractor risks being responsible for additional damages to Roll-Out Carts and Recyclables Carts to include the cost of repair or replacement under Section 5.4.
- h. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 - 1. Progressive ambient noise back-up alarm.
 - 2. Back-up camera with monitor visible from any driving position.
 - 3. A 10 pound fire extinguisher.
 - 4. A 25 person first aid kit.
 - 5. Minimum of three safety marking devices (flares, or reflective triangles).
 - 6. Rear-mounted strobe light(s) activated while collecting materials.
 - 7. A spill kit with a minimum size of 10 gallons to handle operational spills.
 - 8. Onboard computer hereinafter defined.
- i. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
 - 1. A 10 pound fire extinguisher.
 - 2. A 25 person first aid kit.
 - 3. Minimum of three safety marking devices (flares, or reflective triangles).
 - 4. A spill kit with a minimum size of 10 gallons to handle operational spills.
 - 5. Onboard computer hereinafter defined.
- j. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office, so long as use of such device does not conflict with the Contractor's company policies and procedures. In case of such conflict, the Contractor must submit alternate communication technology to Augusta for review and approval.
- k. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, Augusta's

- codes, ordinances, and rules.
- l. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.
 - m. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, IFTA stickers, etc. These permits shall be timely obtained.
 - n. Prior to the Starting Date, and annually thereafter, the Contractor shall have a D.O.T. inspection performed on all vehicles operating under this Contract by a competent third party firm to perform such inspections. Copies of said inspection shall be supplied to Augusta within 30 days of the inspection taking place. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
 - o. Augusta shall have the right to inspect all vehicles used in performing this Contract. Augusta shall have the right to do random spot inspections as it deems reasonably necessary. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.

6.2 Smart Vehicle Onboard Technology

The Contractor shall purchase, install, and utilize on-board technologies on each of the collection vehicles and supervisor vehicles. This technology will be used to perform a variety of tasks which will provide necessary data and service validation both for Augusta and for our customers.

6.2.1 Fully Automated Service Verification

The RFID or alternate technology shall be capable of reading RFID tags or alternate technology tag in each Roll-Out Cart and shall verify the accuracy of containers being serviced, including positively identifying which customers were not serviced and why; identify which containers were not out for collection; and which customers had extra materials for collection. It should also identify containers that have been moved, stolen, or relocated. All such actions should be captured by photograph attached to the customer and/or container.

6.2.2 Provide Detailed Route Sheets

Driving directions to the next stop based on the route sheets, also allow the driver to choose the next stop manually when running the route out of sequence. When this occurs, the system shall recalculate the route.

6.2.3 Roll-Out Carts

Automate the delivery, damage, exchanges, returns, and removals of Roll-Out Carts for each customer. This function will be performed by Augusta, but the software should be capable of supporting cart data.

6.2.4 Global Positioning System

All data gathering and tracking shall be geo-coded and provide real-time vehicle locations (within 2 minutes), route driver, and stops made.

6.2.5 Messaging

Wireless communication to each vehicle while in the yard, en-route, or at the Designated Disposal facility, and real-time messaging between the driver and the back-office software.

6.2.6 Reporting

A report center that allows the logging of time for breaks, customer stops, refueling, landfill, and others. This should also provide the recording of detailed events during accident situations, and the exact route each vehicle took any day. Reports should be customizable.

6.3 Collection Vehicle Cleaning

All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor, reduce vector problems and provide a positive image.

6.4 Emergency Unloading

While Augusta recognizes that an occasional emergency such as a Hot Load may require unloading a collection vehicle in the field, the Contractor shall secure the unloaded material immediately and recollect this material within four (4) hours of the unloading; or when the scene is cleared by the Fire Department to safely do so. The Contractor shall notify Augusta immediately of such an event and shall take whatever measures are necessary to ensure that no fire danger exists. The area must be litter free after the re-collection. The Contractor shall

notify Augusta when the material has been collected; at which time Augusta may conduct a follow-up inspection to ensure that the cleanup has been completed to the satisfaction of Augusta.

6.4.1 Damages

If the Contractor fails to collect the load and notify Augusta of such collection within two (2) hours, the Contractor shall pay Augusta in Damages one hundred dollars (\$100) for each two- (2) hour period such load is not collected. Augusta may, in addition to assessing Damages for time delays, assess Damages of up to \$2,000 to repair damage to Augusta's streets, sidewalks or other infrastructure as soon as Augusta can assess the costs of such damages to infrastructure. All repairs to Augusta property shall be completed by a licensed professional and in a means and matter approved by Augusta

Augusta shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury, as a result of a Hot Load.

Any damages assessed will be provided to the Contractor within 60 days of date of damage discovery. Any damages assessed outside of this timeframe will not be collected by Augusta from Contractor unless Augusta notifies the Contractor that assessment completion needs addition time.

6.5 Vehicle Leaks & Spills

Minimizing hydraulic fluid, oil leaks and spills on public or private streets and parking lots is a high priority for Augusta Richmond County. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid, oil, other vehicle fluids or other leaks or spills present upon the public or private streets or parking lots in accordance to the following standards.

6.5.1 Removal from Service/Spill Cleanup

The Contractor's vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem, or poor seal(s). The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills, hydraulic fluid or other leaks or spills associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify Augusta and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request traffic control and any other required public safety personnel. Augusta and the Contractor will evaluate the spill or leak to determine proper handling. Augusta must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The cleanup must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify Augusta when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of Augusta. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the storm water system.

6.5.2 Damages

In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues collecting the route spreading puddles of hydraulic fluid, oil, other vehicle fluids or other leaks or spills throughout the road system, the Contractor shall be subject to Damages in the amount of \$3,000, plus the damages described below.

- a. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.
- b. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills the Contractor shall, in addition to the Damages described above, be subject to the following Damages:
 - (i) One thousand dollars (\$1,000.00) for each leak or spill during any one- (1) month period in which there were three (3) or more leaks or spills;
- c. Any damages assessed will be provided to the Contractor within 60 days of date of damage discovery. Any damages assessed outside of this timeframe will not be collected by Augusta

from Contractor unless Augusta notifies the Contractor that assessment completion needs addition time.

6.6 Vehicle Identification and Presentation

Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and a local telephone number that can be clearly read from a distance of 100 feet.

6.7 Facilities

The Contractor shall operate a facility within Augusta, Georgia and license/tag all vehicles utilized by the Contractor in the performance of this Contract in Augusta.

SECTION 7 - DISPOSAL AND PROCESSING SITES

7.1 Ownership of Solid Waste Materials

The Contractor shall have ownership of solid waste from the time of collection until the materials are deposited at the Designated Disposal Facility or the Designated Recycling Facility. Title to and the liability of the contractor is limited only to waste/material collected and picked up by the contractor. Excluded waste ownership and liability shall remain with the respective pickup location resident or business.

7.2 Designated Disposal and Recycling Facilities

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Residential Garbage, Yard Waste and Bulky Waste as directed by the Designated Disposal Facility. Recyclable material collection & disposal at a permitted facility is direct responsibility of this contract awarded contractor under a separate agreement between the contractor and individual property owner/homeowner. A copy of the current policies and procedures for the Designated Disposal Facility will be provided to the Contractor by Augusta, and are subject to modification from time to time.

7.2.1 Designated Disposal Facility

All Residential Garbage, Yard Waste and Bulky Waste shall be delivered to the Deans Bridge Road Landfill, located at 4330 Deans Bridge Road, Blythe, Georgia 30805.

Disposal of Residential Garbage, Yard Waste and Bulky Waste will be provided by Augusta at no charge to the Contractor for all materials delivered to the Designated Disposal Facility.

Mixing of non-contract solid waste is strictly prohibited, and will be considered a breach of contract.

7.2.2 Designated Recycling Facility

Recyclable material collection & disposal at a permitted facility is direct responsibility of this contract awarded contractor under a separate agreement between the contractor and individual property owner/homeowner, or as add on service to this RFP contract with Augusta, Georgia (City).

7.2.3 Damages

If the Contractor delivers Recyclables to the landfill, Damages in the amount of five hundred dollars (\$500.00) per incident will be assessed. Any damages assessed will be provided to the Contractor within 60 days of the date such disposal occurred. Any damages assessed outside of this timeframe will not be collected by Augusta from Contractor unless Augusta notifies the Contractor that assessment completion needs addition time.

SECTION 8 - MEDIA

The Contractor will provide funds in the amount of \$50,000 per year per Designated Collection Area for media items related to waste collection as Augusta deems appropriate

SECTION 9 – CONTRACTING FRANCHISE FEE

The Contractor shall pay to Augusta, Georgia annual franchise contracting, non-compliance waste management and other waste & litter management fees at annual rate of twenty percent (20%) of the awarded contracted waste yearly waste hauling fee. Proposer shall factor this fee in waste hauling proposed unit rate. Recycling is add on service (if provided under this contract) and contracting franchise fee will not apply this waste type hauling & disposal fee.

SECTION 10- CUSTOMER SERVICE

10.1 Requests for Service

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor,

the Customer Care Center will prepare a Request for Service form and send such forms electronically to both the Contractor and the Solid Waste Services Department representative responsible for monitoring the Contractor's services under this Contract. The Contractor shall provide a computer system that is in compliance with Section 10.3 below. In the event that the Contractor receives any telephone calls from Customers, other than in response to follow-up property damage calls as described in Section 10.3, the Contractor shall refer such calls to Augusta.

10.1.1 Receipt of Requests for Service

Once a Request for Service has been sent by Augusta, it shall be considered as received by the Contractor, therefore the Contractor shall ensure that its system for receipt of Requests for Service is operational at all times and monitored, at a minimum, at all times during the office hours set forth in Section 10.1 for the Contractor to comply with the requirements of this Agreement. For any other time/out of office hours period requests, the contractor shall provide list of managers and their contact information who may be contacted after hours in case of an important situation requiring immediate resolution or emergency.

10.1.2 Completion of Service Request

The Contractor shall notify Augusta, through its response to the Request for Service, of the Contractor's actions taken in response to the Request for Service including the date and time the request was completed.

10.1.3 Monthly Reports

Augusta shall keep a record of the total number of Requests for Service received related to the Service Area by the Contractor under this Agreement. These records will be transmitted to the Contractor monthly.

10.2 Customer Service

The Contractor shall be responsible for responding to Customer requests for information that may be received by its employees in the course of providing services. To assist the Contractor in providing such information, Augusta will supply the Contractor with literature regarding County services and the Contractor shall ensure that such literature is available at all times in all collection vehicles for use by its equipment operators. All literature used by the Contractor for this purpose must either be supplied by or approved by Augusta prior to use.

10.3 Computer Hardware and Software Requirements

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software.

10.3.1 Software Requirements

The Contractor shall acquire and operate at least one stand-alone license for Insight of the appropriate release to support the customer service software. The customer service software (Insight) and data shall remain the sole property of Augusta.

Augusta shall provide a customer service software capable of tracking complaints by street address. The data collected shall include route number, scheduled day of pickup, type of complaint, date, time, method of resolution, and related comments such as special conditions or services provided at the location. The ability to maintain a historical record of complaints and activities at this address, to transmit work orders, and to prepare daily or monthly reports sorted by day of week, address, street or neighborhood, and the ability to transmit data to remote locations are also required.

Augusta shall be responsible for all data integrity including routine system maintenance, backups, and data recovery. The Contractor shall be responsible for system maintenance includes troubleshooting at the Contractor's facility.

System availability will be a minimum of 12 hours per day, 5 days per week as defined by Augusta.

The Contractor shall provide a firewall between their facilities and Augusta facilities acceptable to Augusta for the protection and integrity of Augusta's network.

10.3.2 Annual Survey

An annual customer satisfaction survey that will be administered by a professional survey company selected by Augusta and paid for by the Contractor. This survey will target areas where service problems or poor participation are observed, and for the purpose of this Contract is valued at

\$25,000.00 per Designated Collection Area.

Augusta will evaluate the results of the survey in conjunction with the profile of the key performance measures to determine the overall performance of the Contractor. Augusta will review the results of the Monthly Performance Summary with the Contractor on at least a quarterly basis and the Contractor agrees to implement measures as necessary to improve areas identified as requiring improvement. The Contractor recognizes that these results will be compiled by Augusta and may be presented internally or publicly.

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

SECTION 11 - PERSONNEL AND SAFETY

11.1 Contact with Contractor

11.1.1 Contractor Facility

Throughout the Contract Term, the Contractor shall establish and maintain a local facility capable of receiving Requests for Service electronically and by telephone, and to dispatch appropriate trucks and personnel to respond to Request for Service or to respond to service complaints such as Littering, property damage, or Vehicle Leaks and Spills within the time limits established in this Agreement.

The contractor facility should be of sufficient size and type to house all vehicles used under this contract, maintenance and cleaning for all vehicles operated under this contract, an office of sufficient size for contractor staff, and storage space for equipment as needed.

11.1.2 District Manager

All Contractor personnel shall be directed by a District Manager permanently stationed within Augusta. The Contractor shall furnish Augusta the name of the District Manager prior to the Starting Date and shall notify Augusta immediately if the District Manager is changed at any time. The Contractor's District Manager shall serve as the contact person for dealings and communications with the Contractor. A request to the Contractor's representative shall always constitute a request to the Contractor.

11.1.3 Office Hours and Contact Personnel

A responsible person in charge shall be present at the Contractor's local office during the time period of 8:00 a.m. to 5:15 p.m. Monday through Friday, and on Saturday when collection is scheduled, with the authority to make decisions relevant to operations under this Agreement.

Route Supervisors will be accessible by telephone between the hours from 6:30 a.m. to 8:00 p.m. on all days when collection operations are in progress. The names and phone numbers of emergency representatives shall be given to Augusta prior to the Starting Date, and shall be updated as soon as any changes are made. Contractor's emergency representative shall be responsible for responding to any Requests for Service from Augusta on non-collection days and evenings, as described in this Agreement. If Friday is a scheduled collection day, misses will be collected on Saturday.

11.1.4 County Contact Persons

Augusta will designate a contact person for operational issues and a contact person for Agreement administration issues. It is, however, recognized that daily operational communications will occur at all levels of staff. To the extent that these communications facilitate job performance, they are encouraged.

11.1.5 Communication Devices

The Contractor shall provide, at the Contractor's cost, sufficient communicating devices to facilitate good two-way communication between Contractor personnel, Augusta Customer Care Center, and Augusta Solid Waste Services Department supervisory staff and support personnel.

11.2 Employees: Character of Workers

All employees, subcontractors, superintendents, foremen, and workers employed by the Contractor shall be competent and careful workers, skilled in their respective trades. The Contractor shall not employ any

person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

11.2.1 Drug-Free Work Place

The Contractor shall prohibit the use of intoxicating and/or illegal substances by its employees, subcontractors, superintendents, foremen, and workers while on duty or in the course of performing their duties under this Agreement. Records of any such substance testing will be provided to Augusta upon written request.

11.2.2 Uniforms

The Contractor's employees, subcontractors, superintendents, foremen, and workers shall be required to wear a clean uniform bearing the Contractor's name. The uniform shall meet an ANSI class II standard for reflectivity and visibility. Employees, who normally and regularly come into direct contact with the public, including drivers, shall bear some means of individual identification such as a nametag or identification card.

11.2.3 Driver Credentials

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Georgia or South Carolina for the class appropriate to the weight of the vehicle being driven. Augusta reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

11.2.4 Contract Employees

The Contractor's employees, officers, agents, and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of Augusta.

11.2.5 Removal of Contractor Employee

Augusta shall have the sole right to require the removal and replacement of a Contractor's or subcontractor's employee working under this Contract. Augusta shall exercise such a right by providing written notice to the Contractor.

Contractor will replace any personnel who separate from the Contractor's employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible.

11.3 Property Damage/Accidents

11.3.1 Property Damage

As between Augusta and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

- a. Immediately notify Augusta Customer Care Center and Environmental Services Department by telephone or email.
- b. Leave a notice at the time of the damage at the Residential Unit, Designated Non-Residential Location, Unoccupied Location or the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.
- c. Provide a written explanation to Augusta of the circumstances, results of any investigation, and disposition of the claim.
- d. Notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to Augusta. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
- e. The Contractor shall refer all calls regarding reporting of property damage to Augusta and Augusta will forward such claims to the Contractor in the form of a Request for Service.
- f. Should repair be required, the Contractor shall provide appropriately licensed personnel to complete the repair.
- g. Immediately notify Augusta Customer Care Center and Environmental Services Department by telephone or email.
- h. Leave a notice at the time of the damage at the Residential Unit, Designated Non-Residential Location, Unoccupied Location or the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.

11.3.2 Claims Resolution

The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, Augusta may investigate. If Augusta believes that the Contractor is responsible and the Contractor continues to deny responsibility, Augusta may pursue, and the Contractor shall be obligated to the dispute settlement procedures as described in Section 21.16.

11.3.3 Damages

If the Contractor does not notify Augusta of damages, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence.

If the Contractor does not immediately notify Augusta of damages, attempt to contact the resident/owner within 24 hours, or provide Augusta with a resolution within 10 business days, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence

11.3.4 Accidents

The Contractor shall immediately notify by telephone Augusta Customer Care Center and Augusta Environmental Services Department of all vehicular accidents in which there is serious personal injury or a fatality. The Contractor shall notify Augusta Customer Care Center and Augusta Environmental Services Department of all other accidents in a timely manner but not later than by end of day of such accident.

11.4 Care and Diligence/Littering

The Contractor shall exercise all reasonable care and diligence in collecting Residential Garbage, Recyclables, Yard Waste and Bulky Waste. Collection service shall be accomplished in a manner, which contributes to a litter-free environment. Every effort must be made to prevent spilling, scattering, dropping, or littering of Residential Garbage, Recyclables, Yard Waste and Bulky Waste during the collection process and during transit to and from the Designated Disposal Facility, or Designated Recycling Facility. However, in the event that Residential Garbage, Recyclables, Yard Waste, or Bulky Waste are spilled, scattered, dropped, or littered, the Contractor's equipment operator shall immediately clean up the material, place it in the Roll-Out or Recyclables Cart, and collect the Cart contents. If any litter escapes from Contractor's collection vehicles on any roadways, the Contractor's equipment operator must immediately collect such litter. In the event that Contractor unable to collect such litter immediately then the Contractor shall secure and isolate the area or litter immediately and collect such litter within four (3) hours of being notified of such occurrence. In the event that Contractor does not collect such litter as specified above, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

The Contractor acknowledges that streets and alleys frequently include multiple utility features. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, irrigation sprinkler heads and other private property features. Authorization to use the street or alley does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

11.5 Operator Awareness Training

The Contractor shall be responsible for maintaining levels of operator participation regarding correct collection of Residential Garbage, Recyclables, Yard Waste and Bulky Waste; additional Carts; holiday collection, safe driving and operations, as well as all other contract provisions.

The Contractor shall be responsible for ongoing training of existing and new employees.

11.6 Communication Plan

Within 30-days of approval of this Contract and by January 1 and July 1 of each year the Contract remains in effect, the Contractor shall submit a written Communication Plan to Augusta for review and approval. The Communication Plan shall identify key operations and administrative personnel and include the contacts' name, title, primary area of responsibility, immediate supervisor including his/her office, home and cellular telephone number, pager number and email addresses for work day and after hour contact. The Communication Plan and/or contact names shall be updated as changes are made, but in no event less than semi-annually. The Communication Plan shall be included as an Appendix to this Contract once completed and approved by Augusta.

SECTION 12 - REPORTING REQUIREMENTS

12.1 Daily Communication/Reports

In addition to communications requirements described throughout this Contract, the Contractor shall be responsible for documenting, at a minimum, the following information in the designated customer service

platform:

1. Listing of all locations which were not collected which could include locations which were not out or available for service, services which were blocked, routes which did not get completed, or non-collected Solid Waste due to contract limits being exceeded.
2. Listing of missed collections, or other problems remaining unresolved from the previous day and how they will effect today's operations.
3. Listing of locations with more than one (1) garbage carts
4. Responses to Requests for Service.
5. Roll-Out and Recyclables Cart repair needs identified by the Contractor.
6. Street or alley repair needs identified by the Contractor.
7. Other information as requested by Augusta.

The information listed above shall be submitted in a format approved by Augusta.

Augusta and the Contractor shall meet on a monthly basis, or as often as deemed necessary by Augusta, to review and discuss any operational issues, Contractor's performance, and any other issues pertaining to services provided under this Agreement.

12.2 Monthly Reports

The Contractor shall submit monthly reports via an electronic format acceptable to Augusta during the Contract Term commencing one (1) month after Contractor commences services. These reports shall be due by the 15th day of the month following the month for which the services were performed. Augusta may withhold up to twenty percent (20%) of the latest monthly invoice until all items required in the report are submitted to Augusta. Augusta will pay the balance of the invoice after the required items are provided. At a minimum, the monthly report shall include:

1. Deliver a trends report on the utilization and weights of the Recyclables collection program.
2. Deliver a trends report on the utilization and weights of the Yard Waste collection program.
3. Summary description of any property damage, including status and/or final disposition.
4. A narrative description of any significant operational issues during the month.
5. Other information as requested by Augusta.

12.3 Record Keeping, Accounting, and Auditing

The Contractor shall keep and maintain complete and detailed records including, but not limited to the following:

1. records that provide the basis for the reports required under Section 12 including all matters affecting amounts payable by or to Augusta or the Contractor,
2. policies for required insurance, policy amendments, and all other related insurance documents,
3. accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles and
4. copies of bond documents for both payment and performance bonds.

12.3.1 Auditing

The Contractor's books, records, and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted governmental accounting and auditing standards.

Augusta, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit records relating to the services accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, and payments. The said records shall be available for Augusta's inspection and audit for a period of three (3) years following the termination of this Agreement, and any extension of this Agreement and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law. The Contractor shall make available at Contractor's Augusta offices any such records to Augusta upon request.

12.3.2 Financial Condition

The Contractor shall immediately notify Augusta should it become apparent that the Contractor is unable to pay its debts as they become due and payable or if there is an adverse change in the Contractor's financial condition. The Contractor shall, upon Augusta's request, provide to Augusta the

Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

12.4 Reliability of Reports

The Contractor represents that all information the Contractor has provided or will provide to Augusta is true and correct and can be relied upon by Augusta. Any material false or misleading information or omission is just cause for Augusta to terminate this Agreement and/or pursue any other appropriate remedy.

12.5 Observation and Inspection

Augusta, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so as to minimize interference with the Contractor's performance and operations. The inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on contract compliance, safety and hazard mitigation.

Augusta, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

Augusta's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon Augusta.

SECTION 13 - COMPENSATION

13.1 Basis and Method of Payment

The Contractor shall offer the services described herein at the following rates beginning at the commencement of the Contract Term:

[Rate Table to be inserted after award of Contract]

The listed unit price shall be adjusted three percent (3%) annually beginning January 1, 2027 in accordance with Section 13.3.

On or before the 15th of each month, Contractor shall provide Augusta an invoice for services provided based on the then-current count of Residential Units, Designated Non-Residential Location(s) and Unoccupied Locations serviced, as well as additional services provided, for the previous month. Augusta shall pay invoices within sixty (60) days of the invoice approval date (approval by Augusta Contract Management designated person). Payment by Augusta shall be made by check, wire transfer or ACH debit.

13.2 Number of Collection Points

Augusta shall pay the Contractor monthly for all services rendered as defined by this Contract. Payment shall be based on the actual number of Residential Units, Designated Non-Residential Location(s) and Unoccupied Locations (paying Augusta for such service) serviced as well as additional services as allowed by this Contract and approved by the Augusta. Adjustments in the Residential Unit count, Designated Non-Residential Location count and Unoccupied Location(s) count shall be made quarterly by Augusta. A unit shall be considered billable if the Residential Unit, Designated Non-Residential Location or Unoccupied Location had received Augusta's contracted service(s). After services have been rendered, a Residential Unit, Designated Non-Residential Location or Unoccupied Location will be removed from billing if services were not rendered for the majority of the month.

13.3 Inflation Factor – Unit Fee Adjustment

The Contractor shall be entitled three percent (3%) yearly cost escalation adjustment (unit fee 3% annual increase) starting January 1, 2027.

13.4 Payment Reduction for Damages

Damage charges will be monitored monthly and reviewed with the Contractor each month. Any damages assessed will be provided to the Contractor within 60 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by Augusta from Contractor unless Augusta notifies the Contractor that assessment completion needs addition time. Augusta will deduct any damages owed Augusta from the next payment owed to the Contractor. If the contract is not extended or renewed in accordance with the contract conditions, Augusta will deduct any remaining damages owed Augusta from the last payment.

SECTION 14- INSURANCE AND PERFORMANCE SURETY

14.1 Coverages

The Contractor shall at all times during the Agreement maintain in full force and effect General Liability and Workmen's Compensation Insurance. All insurance shall be by insurers reasonably acceptable to Augusta and be in full force and effect before commencement of work

14.2 Insurance Limits

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

Coverages	Limits of Liability
Workers' Compensation Statutory Employer's Liability	\$500,000 each accident limit \$500,000 Disease Policy Limit \$500,000 Each Employee Limit Contractors and lessees shall be responsible for workers' compensation insurance for subcontractors or sub lessees who directly or indirectly provide services or lease premise under the Augusta Richmond County's contract.
General Liability	\$2,000,000 per accident \$2,000,000 aggregate
Excess Umbrella Policy	\$2,000,000 per accident
Pollution Liability Insurance Automobile Bodily Injury and Property Damage Liability	\$1,000,000 per claims made basis. The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract. \$1,000,000 per accident

As an alternative to the above, the Contractor may insure the above public liability and property coverages under a plan of self-insurance. The Contractor's parent corporation may provide the required coverages to certify that their program is funded to actuarial projected losses.

14.3 Certificate of Insurance

a. The Contractor agrees to furnish Augusta certificates of insurance or other evidence satisfactory to Augusta to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the named insured for which this certificate is executed and are in force at this time. In the event of cancellation of a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

- b. It is agreed that the Contractor will be responsible for notifying Augusta of any material change in a policy.
- c. The certificates shall also include Augusta as an additional insured.

14.4 Special Requirements

The following special conditions shall apply to the insurance coverage:

- a. Augusta is to be included as an additional insured on both the commercial general liability and business auto liability policies. The Contractor providing the automobile liability coverage must include all vehicles owned, leased, hired, non-owned, and the employee non-owned vehicles Personal Injury Protection (when applicable).
- b. Commercial General Liability. The Commercial General Liability required coverage is ISO CG0001 or a substitute form providing equivalent coverage. Coverage must include:
 - Premises and Operations
 - Personal Injury/Advertising Liability

- Products/ Completed Operations
- Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
- Independent Contractors

c. Pollution Liability. Contractors shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to Augusta 30 days prior to an expiration date. There shall also be a 30-day notification to Augusta in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required in Section 13.2. Certificates of insurance meeting the required insurance provisions shall be forwarded to Augusta. Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

e. It is agreed that the Contractor will be responsible for notifying Augusta of any material changes in a policy.

f. It shall be the Contractor's responsibility to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

g. All Certificates of Insurances shall be furnished on an ACORD form or equivalent as require by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

14.5 Surety

14.5.1 Performance Bond

A performance bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to equal to 100% of the annual revenue collectable under this Contract. For the first year, assume 31,000 Residential Units multiplied by the Residential Unit rate in this Contract. For each subsequent year, use the amount of the prior year's actual payments received from January through December to establish the surety amount, in a form acceptable to Augusta to ensure the performance of the Contractor. Updated bonds shall be received by Augusta no later than January 31, or each subsequent year of the contract. The form and amount of this surety bond shall be reviewed annually and updated as may be required by Augusta upon 30 days written notice to the Contractor.

14.5.2 Payment Bond

A payment bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to 25% of the Contract's value. For the first year, assume 60,000 Residential Units multiplied by the Residential Unit rate in this Contract. For each subsequent year, use the amount of the prior year's actual payments received from January through December to establish the surety amount, in a form acceptable to Augusta to ensure the performance of the Contractor. Updated bonds shall be received by Augusta no later than January 31, or each subsequent year of the contract. The form and amount of this surety bond shall be reviewed annually and updated as may be required by Augusta upon 30 days written notice to the Contractor.

SECTION 15 • REPRESENTATIONS AND WARRANTIES

15.1 Representations and Warranties

The Contractor represents and warranties satisfactory performance in accordance with this Contract as well as:

- Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
- Authority.

1. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.
 2. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
- c. Government Authorizations and Consents. The Contractor has or will obtain prior to the Effective Date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
 - d. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
 - e. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
 - f. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that within the Designated Collection Area, it is aware of the present placement of Roll-Out Carts and Recyclables Carts at the curb, alley, or Carry-Out Collection locations, and the present location of Carry-Out Collection customers. The Contractor represents and warranties that it is capable of continuing to collect Roll-Out Carts and Recyclable Carts from their present locations.

SECTION 16 - INDEMNITY

16.1 Indemnity

The Contractor(s) shall defend, indemnify and save harmless Augusta and Augusta's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as Augusta or Augusta's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of Augusta or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta.

SECTION 17 - DEFAULT AND TERMINATION

17.1 Default and Termination

This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to Augusta, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
- b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract.
- c. Mixes Contract Solid Waste with materials collected from outside this Contract.
- d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 14.

- e. Fails to furnish and maintain the Insurance requirements per Section 14.
- f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Section 21.
- g. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, Augusta shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a public hearing at which the Contractor may show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of Augusta, why the Contractor should not be declared to be in default of this Contract, Augusta may make a declaration of default. In evaluating whether to make such a declaration of default, Augusta may, in its sole discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.

In declaring the Contractor to have defaulted on the Contract, Augusta also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to Augusta, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license Augusta to use all, or whatever portion is desired by Augusta, of the materials and equipment described on the most recent inventory submitted to Augusta pursuant to Section 6 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by Augusta without requiring Augusta to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring Augusta to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that Augusta pay for the equipment and materials actually used for such collection, a market rental that is no greater than **(i)** the monthly lease, in the event such property is leased by the Contractor, **(ii)** the periodic installment, in the event such property is being acquired under a purchase Contract, **(iii)** the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or **(iv)** the financing arrangement; provided, that under no circumstances shall Augusta be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of Augusta's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event Augusta secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then Augusta shall retain such difference; but in the event such cost to Augusta is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to Augusta.

All payments due the Contractor at the time of default, less amounts due Augusta from the Contractor, shall be applied by Augusta against damages suffered and expense incurred by Augusta to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in

section 21, shall not be deemed to be a default and the rights and remedies of Augusta provided for herein shall be inapplicable; provided that all labor disputes as defined in section 21 hereof shall not be considered a cause beyond the Contractor's control as defined in section 21.

- 17.2 Augusta shall have the unilateral right to order in writing a temporary stopping of the work, or delaying performance that does not alter the scope, of the contract.
- 17.3 Augusta shall have the unilateral right to terminate this Contract in whole or in part for the convenience of Augusta, Georgia; provided however, in the event that Augusta terminates this contract for convenience, Augusta shall pay Contractor three months straight line depreciation on the collection vehicles operated under this agreement. A month of straight line depreciation shall be defined as the amount of money paid for the collection vehicles operating under this Agreement divided by 107 months.

SECTION 18 - COMMITMENT OF EQUIPMENT

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 6 for use in the performance of this Contract (called "such property") shall be available for use in collecting Refuse, Garbage, Yard Waste, Recyclables, White Goods, and Bulky Waste. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow Augusta to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt Augusta from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of Augusta's interim usage; and
 - d. Forbear any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both Augusta and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections a, b, and c of this section.
3. To assure compliance with this Section, the Contractor shall submit to Augusta for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. Augusta's approval shall not be unreasonably withheld.

SECTION 19 - COMMITMENT OF NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.

The Contractor will not discriminate against any Customer or County resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout Augusta without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

SECTION 20 - DRUG AND ALCOHOL FREE WORKPLACE

20.1 Drug and Alcohol Free Workplace

Augusta is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- b. Establish an alcohol and drug-free awareness program to inform employees about (i) the dangers of alcohol and drug abuse in the workplace, (ii) the Contractor's policy of maintaining an alcohol and drug-free workplace, (iii) any available alcohol and drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for alcohol and drug abuse violations;
- c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any alcohol or drug statute conviction for a violation occurring in the workplace, or that could affect the employees ability to perform their job, not later than five (5) days after such conviction;
- d. Impose a sanction on, or requiring the satisfactory participation in an alcohol or drug counseling, rehabilitation or abuse program by, an employee convicted of an alcohol or drug crime;
- e. Make a good faith effort to continue to maintain an alcohol and drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.
- f. A false certification or the failure to comply with the above alcohol and drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
- g. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

SECTION 21 - GENERAL PROVISIONS

21.1 Taxes

The Contractor shall promptly pay all taxes and license fees required by Augusta and by the State of Georgia.

21.2 Permits

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required by Augusta, by the State of Georgia, or by the federal government.

21.3 Non-Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of Augusta, which approval may be withheld in Augusta's sole discretion. Notwithstanding the foregoing, Augusta's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of Augusta that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for collection with Augusta for any portion of Augusta outside the Contractor's current Designated Collection Area.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, or other obligor shall also become responsible to Augusta for the satisfactory performance of the work assumed. Augusta may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to Augusta to fully and faithfully complete the work or responsibility undertaken.

During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with Augusta.

Should a Contractor sub-contract work under this contract, a sub-contract contract/agreement shall be

generated in writing. This agreement shall at a minimum include the area to be serviced, the price that the sub-contractor shall be paid, and the required sections under this contract that flow through to a sub-contractor. A copy of said agreement(s) shall be provided to Augusta within fourteen (14) days of execution.

21.4 Change in Control - Legal Counsel

In the event of a change in "Control" of the Contractor (as defined below), Augusta shall terminate the Contract for default unless Augusta has granted prior written approval. Such approval shall be at the sole discretion of Augusta. Any approval by Augusta for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract.

The Contractor shall notify Augusta within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term "Control" shall mean the possession, direct or indirect of either;

- a. The ownership of or ability to direct the voting of, as the case may be fifty one (51%) or more of the equity interest, value or voting power of the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

21.5 Laws and Regulations

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, rules or standards. These shall include OSHA, EPA, EPD, Federal Highway Safety, as well as state and local rules, regulations, and practices.

21.6 Governing Law; Forum; Venue

The terms, conditions and provisions in the Request for Proposal may supplement the Contract between Augusta and the Contractor. The order of precedence will be the Contract, the RFP, the winning proposer's response and general law. This Agreement shall be governed under the laws of the State of Georgia. The appropriate forum for judicial interpretation of this Agreement and the sole venue for legal actions concerning this Contract shall be the Courts of Augusta Richmond County, Georgia.

21.7 No Other Parties to Benefit

This Agreement is for the benefit of the parties hereto and does not enlarge any party's liability to any third party. The provisions of this Agreement shall not be construed to create a higher standard of safety or care in any evidentiary sense with respect to third party claims.

21.8 Appropriation of Funds

This Agreement and Augusta's payment obligation for succeeding fiscal periods shall be subject to the budget process, availability and appropriation of funds. In the event that Augusta does not appropriate funds, said agreement shall terminate as required by statute.

21.9 Headings

The headings of the paragraphs and subparagraphs shall not be interpreted as a limitation upon the language contained therein.

21.10 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

21.11 Indulgences Not Waivers

A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision.

21.12 Modifications and Waiver

The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. Augusta Administrator or their designee shall have the authority to amend the Agreement on behalf of Augusta.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties.

21.13 Independent Contractor

The Contractor and Augusta agree that the Contractor is an independent contractor and not an employee nor agent of Augusta. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed, and such action does not create a partnership,

agency, joint venture or other similar relationship between Augusta and the Contractor.

The Contractor agrees that it will not represent to anyone that its relationship with Augusta is other than that of an independent contractor, and Augusta and the Contractor may so inform any parties with whom they deal and may take any other responsible steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

21.14 Notices

Any notice required herein shall be given by certified mail to:

For Augusta:

Augusta, Georgia Administrator
530 Greene Street, Suite 901
Augusta, Georgia 30901

Director of Engineering & Environmental Service
4330 Deans Bridge Road
Blythe, GA 30805

For the Contractor:

Name
Title
Address
County, State Zip
Telephone & Email:

Name
Title
Address
County, State Zip
Telephone & Email:

21.15 Non-Exclusive Agreement

The Contractor is granted a non-exclusive Agreement to provide Garbage, Recyclables, Yard Waste and Bulky Waste collection services, as described herein, within the Designated Service Area. County intends to Contract ONLY with the Contractor for routine collection services as described herein. In the event of an emergency declared by the appropriate governmental authorities, an event of Force Majeure or breach of this Agreement by the Contractor, Augusta may provide alternative collection services.

21.16 Dispute Settlement

Any claim, dispute, or other matter concerning the performance of the Contractor shall initially be referred to the Solid Waste Services Director in writing, for a decision. Such decision shall be rendered within thirty (30) days in writing, following the final presentation by the Contractor of evidence or argument relative to such claim, dispute, or matter. The decision of the Director may be appealed to Augusta Administrator or his designee, in writing, within fifteen (15) days from the date of the Director's decision. Augusta Administrator must render a written decision to the Contractor within thirty (30) days from the date of the appeal. The decision of the Administrator shall be subject to formal mediation between the parties. The cost of mediation shall be shared equally by the parties. If mediation is not successful, either party may bring an action in a court of appropriate venue. The prevailing party shall be entitled to reimbursement of reasonable attorney's fees not to exceed a maximum of the amount of attorney's fees actually expended in litigation.

21.17 County Not Liable for Delays

It is further expressly agreed that in no event shall Augusta be liable for or responsible to the Contractor for or because of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or due to any delay for any cause over which Augusta has insufficient control to cause a different result.

21.18 Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. County data processed by the Contractor shall remain the exclusive property of Augusta. The Contractor will not reproduce, copy, duplicate, disclose or in any way treat the data supplied by Augusta in any manner except as contemplated by this Contract.

21.19 No Publicity

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may be distributed to customers without prior written approval of Augusta. The Contractor, its agents or representatives shall not reference this Contract or Augusta in any manner without the prior written consent of Augusta.

21.20 Contract Rights

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this Contract are cumulative, and in addition to rights existing at common law.
3. Payment by Augusta and performance by the Contractor do not waive their Contract rights.
4. Failure by either party on any occasion to exercise a Contract right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

21.21 Open Records Act

Contractor acknowledges that County records including this Contract are subject to Georgia's Open Records Act.

21.22 Interpretation

1. This Contract shall be interpreted as a whole and to carry out its purpose. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.
2. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

21.23 Law; Venue

The laws of the State of Georgia shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of Richmond County, Georgia.

21.24 Discretionary Waiver of Right to a Jury Trial

The Contractor and County may waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the Contract.

21.25 Specific Performance and Injunctive Relief

The Contractor agrees that the services are critical to Augusta's operation and that monetary damages are not an adequate remedy for the Contractor's failure to provide services as required by the Contract, nor could damages be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby consents to an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of Georgia. The Contractor further agrees that a failure by it to perform the services in the manner required by the Contract will entitle Augusta to injunctive relief.

21.26 Interest of the Parties

The Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under the Contract.

21.27 Force Majeure

1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify Augusta by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, Augusta may terminate this Contract.
 4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.
 5. Augusta may grant variances in routes, schedules and materials collected as are reasonably required and in the best interest of Augusta.
 6. Augusta may negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

21.28 E-Verify

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), 19 I.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Ruic 300-10-01-08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to 2538 Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

SECTION 22 – AUGUSTA, GEORGIA SPECIAL PROVISIONS

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times

as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

GEORGIA PROMPT PAY ACT:

This Agreement/Contract is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

SUSPENSION OF THE WORK, TERMINATION AND DELAY

To the extent that it does not alter the scope of this Contract, Augusta, Georgia reserves the right of unilaterally ordering, without any cause, a temporary stopping of the work, or delaying of the work to be performed by the Contractor under this Contract. Augusta, Georgia will not be held liable for compensation to the Contractor for an extension of contract time or increase in contract price, or both, directly attributable to this action of Augusta, Georgia.

CONTRACT TERMINATION:

The Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Contractor. The Contractor shall be paid for any validated services under this Contract up to the time of termination.

CONTINGENT FEES:

The contractor is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission the contractor shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.

CONTRACTUAL OBLIGATIONS:

The contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Board of Commissioners. Under Georgia law, the contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the contractor provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by the contractor. The contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EMPLOYMENT OF COUNTY'S PERSONNEL

The Augusta, Georgia has incurred considerable expense for advertising, recruiting, evaluating, training and retaining its employees. As such, the Contractor hereby agrees that it will not directly or indirectly, solicit or hire any employee of the Augusta, Georgia, or induce any employee to terminate his employment with the Augusta, Georgia during the terms of this agreement/Contract term. The Contractor may not hire, employ, or allow a Augusta, Georgia employee to provide services without the prior consent of the Augusta, Georgia, except as provided herein.

SECTION 23 – CONTRACT FIVE-YEAR REVIEW and MODIFICATIONS

Augusta, Georgia reserves the right to review this awarded contract near end of fifth year and make modification for improving current level of service and/or controlling provided services cost, and other factors/variable affecting overall service delivery and cost. Any modification to executed contract will be implemented with mutual agreement of both parties, Augusta & the Contractor. Augusta may initiate this review roughly one hundred-eighty (180) days prior to end of this contract fifth (5th) year period. Any resulting modifications will become effective start of sixth (6th) year of this contract.

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that If it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision In all Augusta, Georgia contracts for goods and services, except revenue producing contracts"

SIGNATURES ON FOLLOWING PAGE

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers on this the ___day of _____, 2025

BY:

Augusta, Georgia

As its Mayor

Attest:

Clerk of Commission

The foregoing contract is hereby executed by the below-listed parties:

Contractor: _____

By: _____

As its: _____

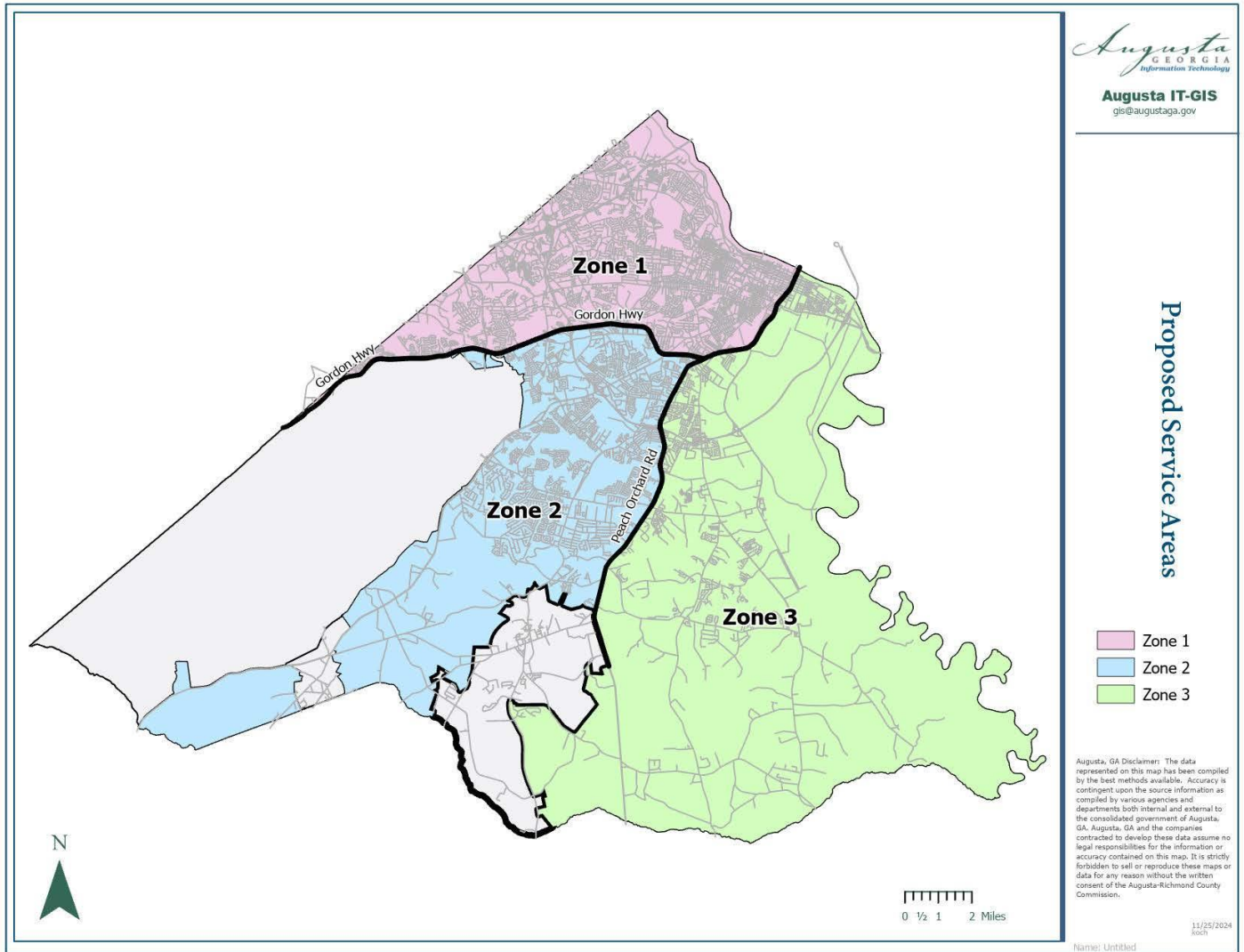
Sworn to and subscribed before me on this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

APPENDIX A

Service Area Zone-1, Zone-2, Zone-3 Map



APPENDIX B

MONTHLY Performance Summary Report

KEY PERFORMANCE AREAS	UNITS OBSERVED	UNITS PENALIZED	NOTES
Number of Requests for Services			
Number of Valid Misses			
Number of Requests for Services not collected within specific timeframe			
Number of Courtesy Collections			
Number of Service Complaints			
Number of Repeat Collection Misses			
Number of Area Misses			
Property Damage /Claims			
Container (Damage/Loss)			
Roll Out Container/Bin Placement			
Leaks & Spills			
Littering			
Mixed Loads			
Emergency Unload Cleanup			
Deliver Recycling to Landfill			

Liquidated Damages: \$ _____

Summary of Damages for Performance Criteria				
List of Damages	Units	Collection Contract	Damage	Damages
				TOTAL
Request for Service		[3.11.4)		
Per Month When Misses >200	each Lump Sum	\$100 \$5,000		
Repeat Collection Miss		[3.11.4.d]		
2nd and 3rd Miss 4 or more Misses	each each	\$500 \$1,000		
Area Misses		(3.11.4.f]		
1 - 100 Misses >100 Misses County cleanup Service	Lump Sum each Lump Sum	\$2,000 \$20 \$500		
Property Damage/Accidents		(11.3.3)		
Failure to notify County of Damages	each	\$2,000		
Rollout Container Placement		(5.4)		
11+ Per Month When Misses >200	each Lump Sum	\$100 \$5,000		
Vehicle Leaks & Spills		[6.5.2)		
Failure to remove from service Failure to cleanup spill 1 to 3 leaks or spills per month	each each each	\$3,000 \$1,500 \$1,000		
Care & Diligence/Littering		(11.4]		
Failure to clean up litter	each	\$500		
Mixed Loads (Garbage/Recycling]		(7.2.3)		
Per Incident	Lump Sum	\$500		
Collecting Route Out of Order		[4.4.1]		
Per Route per Daily Occurrence	Lump Sum	\$500		
Emergency Unload Cleanup		[6.4.1]		
For each 2-hr delay in clean-up County provided clean-up	each each	\$100 \$2,000		
Deliver Recycling to Landfill		[7.2.3]		
For each incident	each	\$500		
County Provided Collection		(3.11.4]		
	each	\$500		
	TOTAL			

APPENDIX C

Reserved

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APPENDIX D

Curbside Recyclables List

Proposed List of Acceptable Recyclables: The items listed below are the items currently under consideration for collection in the Augusta automated curb-side recycling program.

What to place in your Blue-Lidded Recycling Rollout Carts

Paper Products

- **Mixed paper** - newspaper, brown paper bags, magazines, cardboard, junk mail, high-grade paper, boxboard, telephone books, envelopes, magazines, paperback books, can all be recycled.
- **Cardboard boxes** - Please flatten all boxes before placing them inside your Blue Recycling Rollout Cart. **Cardboard cannot be scheduled for bulky item collection.**

It may be necessary to cut your flattened cardboard boxes into smaller pieces in order to fit more cardboard into your Blue Recycling Cart. The contents of your Recycling Cart must be loose, not jammed into your cart, or the contents may not empty properly into the collection truck. If you have large quantities of cardboard, you may have to place it into your Recycling Cart over several collection days rather than overfill the cart by jamming too much material in all at once.

- **Telephone Books** - Each year Augusta collects out-dated residential telephone books. Place your directory in the recycling cart with your other recyclables.
- **Cereal & Food Boxes** - all cereal and food boxes (unless wax coated) are recyclable.
- **Gift wrap** - all wrapping paper (those without metallic coatings) can be recycled.
- **Newspapers - Newspapers** and inserts, **Magazines** and **Shopping Catalogues, Junk mail** and envelopes are all recyclable.

Containers

- **No.1 and No. 2 Recyclable Plastics Containers** Please rinse and remove lids. Lids are not recyclable and should be placed in the garbage.
- **Empty Aerosol Cans** - Aerosol cans must be empty to be recycled curbside.
- **Steel or Tin Cans** - Steel or tin food containers should be rinsed out to remove any remaining food residue before placing in the recycling cart for collection.
- **Aluminum Cans** - Please rinse and crush cans before placing them in the recycling cart.

What NOT to place in Blue Recycling Rollout Carts

- Wax-coated paper products
- Pizza boxes - Even though the boxes may have a recycling symbol on them, they are not recyclable due to contamination from pizza/grease residue.
- Old clothing
- Small appliances
- Regular household garbage
- Styrofoam and Styrofoam products (plastic No. 6)
- Milk and Juice cartons and juice boxes

Computer & Television Recycling

Computers and Televisions are not recycled in your residential recycling container; however they can be recycled. Bring them to the Solid Waste Facility at 4330 Deans Bridge Road, Blythe, Georgia.

For more information please contact us at 706-592-3200 or via email at solidwaste@augustaga.gov.

Society of Plastics Industry - Resin Identification Codes

The overwhelming majority of plastic packaging is made with one of six resins: polyethylene terephthalate (PETE); high density polyethylene (HOPE); polyvinyl chloride (PVC or vinyl); low density polyethylene (LOPE); polypropylene (PP); or polystyrene (PS). The SPI resin identification code assigns each of these resins a number from 1 to 6.

- &**
PETE
- Chemical Name: *polyethylene terephthalate* (PETE) plastics;
Common Products made from PETE:
- soda and water bottles, medicine containers;
 - many other common consumer product containers.
- Recycled PETE used in the manufacture of:
- fiberfill for winter coats, sleeping bags and life jackets;
 - bean bags, rope, car bumpers, tennis ball felt, combs, cassette tapes, sails for boats, furniture and, of course, other plastic bottles.
- &**
HDPE
- Chemical Name: *high-density polyethylene* (HOPE) plastics;
Common products made from HOPE:
- heavier containers that hold laundry detergents and bleaches;
 - milk, shampoo and motor oil containers.
- Recycled HOPE is used in the manufacture of:
- children's toys, piping, plastic lumber and rope.
- &**
V
- Chemical Name: *Polyvinyl chloride* (PVC) plastics;
Common products made from PVC:
- plastic pipes, vinyl dashboards;
 - shower curtains, medical tubing;
 - some baby bottle nipples.
- &**
LOPE
- Chemical Name: *Low-density polyethylene* (LOPE) plastics;
Common products made from LOPE:
- wrapping films;
 - grocery and sandwich bags.
- &**
pp
- Chemical Name: *polypropylene* (PP) plastics;
Common products made from PP:
- Tupperware, among other products.
- &**
PS
- Chemical Name: *polystyrene* (Styrofoam)
Common products made from Styrofoam:
- coffee cups;
 - disposable cutlery;
 - meat trays, fast food containers, disposable dishware;
 - packing "peanuts" and insulation.
- &**
OTHER
- Chemical Name: crafted from various combinations of the aforementioned plastics or from unique plastic formulations not commonly used.
- Usually imprinted with a number 7 or nothing at all;
 - these plastics are the most difficult to recycle and, as such, are seldom collected or recycled;
 - More ambitious consumers to return such items to the product manufacturers to avoid contributing to the local waste stream_and instead put the burden on the makers to recycle or dispose of the items properly.
- PLEASE NOTE - STYROFOAM IS NOT RECYCLABLE!**

APPENDIX E

Adverse Weather Plan

Adverse Weather Plan for Augusta Solid Waste & Recycling Collection Services

1. Residential Solid Waste and Recyclables Collection Plan

The Augusta Richmond County's goal is to provide reliable and cost-effective solid waste and recycling collection for County residents throughout the year. When adverse weather occurs that may impact or interrupt these services, every reasonable effort will be made to minimize the interruption of these services and to resume collection service as soon as road conditions will allow.

2. Safety of Residents and/or Collection Crews

The three major factors in our decision of whether to operate or not are:

- The safety of the traveling public and pedestrians, such as children playing on the side of the road, and the collection operator.
- The weight of a garbage truck is 40,000 to 50,000 pounds, which is 10 to 15 times more than a personal vehicle. These heavy trucks are extremely difficult to move freely around obstacles and to operate in stop and go situations while operating on snowy and/or icy road conditions. In some cases, it may not even be safe to walk and put trash out, or to get in and out of vehicles.
- Clearing roads can still be treacherous due to adverse weather conditions.

3. Program Implementation Plan

The decision to delay or cancel operations will be made jointly by Augusta and Contract Collector Officials by no later than 5:00 AM on the morning following adverse weather. If operations are cancelled for one day, collection crews will operate on a delayed schedule, resuming collection the next day and completing the weekly schedule on Saturday. If the weather does not permit collection crews to operate for more than two days, collection will resume for the regularly scheduled collection day, skipping those days missed until the following week. The normal collection schedule will resume the following Monday.

4. Communication Plan

Daily schedule changes will be posted immediately on Augusta web site, **to affected neighborhoods using Connect CTY messaging updates**, and on local news broadcasts where possible. News releases to local media will be issued daily.

5. Billing for Services Rendered

Even though collection days will be missed, **the Contract Collector** will still collect the waste, on a one-day delayed schedule and/or will collect double waste on their scheduled service day the following week. Therefore, no adjustment in payments will be made due to adverse weather interruption or delays.

APPENDIX F

Communications Plan

COMPONENTS OF THE COMMUNICATION PLAN

The communication plan shall consist of but shall not be limited to the following components to maintain clear, accurate, and reliable communications between Augusta and the Contractor.

10.3 Computer Hardware and Software Requirements

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software.

10.3.1 Software Requirements

The Contractor shall acquire and operate at least one stand-alone license for Insight of the appropriate release to support the customer service software. The customer service software (Insight) and data shall remain the sole property of Augusta.

Augusta shall provide a customer service software capable of tracking complaints by street address. The data collected shall include route number, scheduled day of pickup, type of complaint, date, time, method of resolution, and related comments such as special conditions or services provided at the location. The ability to maintain a historical record of complaints and activities at this address, to transmit work orders, and to prepare daily or monthly reports sorted by day of week, address, street or neighborhood, and the ability to transmit data to remote locations are also required.

Augusta shall be responsible for all data integrity including routine system maintenance, backups, and data recovery. The Contractor shall be responsible for system maintenance includes troubleshooting at the Contractor's facility.

System availability will be a minimum of 12 hours per day, 5 days per week as defined by Augusta.

The Contractor shall provide a firewall between their facilities and County facilities acceptable to Augusta for the protection and integrity of Augusta's network.

11.1 Contact with Contractor

11.1.1 Contractor Facility

Throughout the Contract Term, the Contractor shall establish and maintain a local facility capable of receiving Requests for Service electronically and by telephone, and to dispatch appropriate trucks and personnel to respond to Request for Service or to respond to service complaints such as Littering, property damage, or Vehicle Leaks and Spills within the time limits established in this Agreement.

The contractor facility should be of sufficient size and type to house all vehicles used under this contract, maintenance and cleaning for all vehicles operated under this contract, an office of sufficient size for contractor staff, and storage space for equipment as needed.

11.1.2 District Manager

All Contractor personnel shall be directed by a District Manager permanently stationed within Augusta. The Contractor shall furnish Augusta the name of the District Manager prior to the Starting Date and shall notify Augusta immediately if the District Manager is changed at any time. The Contractor's District Manager shall serve as the contact person for dealings and communications with the Contractor. A request to the Contractor's representative shall always constitute a request to the Contractor.

11.1.3 Office Hours and Contact Personnel

A responsible person in charge shall be present at the Contractor's local office during the time period of 8:00 a.m. to 5:15 p.m. Monday through Friday, and on Saturday when collection is scheduled, with the authority to make decisions relevant to operations under this Agreement.

Route supervisors will be accessible by telephone between the hours from 6:30 a.m. to 8:00 p.m. on all days when collection operations are in progress. The names and phone numbers of emergency representatives shall be given to Augusta prior to the Starting Date, and shall be updated as soon as any changes are made. Contractor's emergency representative shall be responsible for responding to any Requests for Service from Augusta on non-collection days and evenings, as described in this Agreement. If Friday is a scheduled collection day, misses will be collected on Saturday.

11.1.4 County Contact Persons

Augusta will designate a contact person for operational issues and a contact person for Agreement administration issues. It is, however, recognized that daily operational communications will occur at all levels of staff. To the extent that these communications facilitate job performance, they are encouraged.

11.1.5 Communication Devices

The Contractor shall provide, at the Contractor's cost, sufficient communicating devices to facilitate good two-way communication between Contractor personnel, Augusta Customer Care Center, and Augusta Solid Waste Services Department supervisory staff and support personnel.

11.2 Employees: Character of Workers

All employees, subcontractors, superintendents, foremen, and workers employed by the Contractor shall be competent and careful workers, skilled in their respective trades. The Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

11.2.1 Drug-Free Work Place

The Contractor shall prohibit the use of intoxicating and/or illegal substances by its employees, subcontractors, superintendents, foremen, and workers while on duty or in the course of performing their duties under this Agreement. Records of any such substance testing will be provided to Augusta upon written request.

11.2.2 Uniforms

The Contractor's employees, subcontractors, superintendents, foremen, and workers shall be required to wear a clean uniform bearing the Contractor's name. The uniform shall meet an ANSI class II standard for reflectivity and visibility. Employees, who normally and regularly come into direct contact with the public, including drivers, shall bear some means of individual identification such as a nametag or identification card.

11.2.3 Driver Credentials

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Georgia or South Carolina for the class appropriate to the weight of the vehicle being driven. Augusta reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

11.2.4 Contract Employees

The Contractor's employees, officers, agents, and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of Augusta.

11.2.5 Removal of Contractor Employee

Augusta shall have the sole right to require the removal and replacement of a Contractor's or subcontractor's employee working under this Contract. Augusta shall exercise such a right by providing written notice to the Contractor.

Contractor will replace any personnel who separate from the Contractor's employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible.

11.3 Property Damage/Accidents

11.3.1 Property Damage

As between Augusta and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

- g. Immediately notify Augusta Customer Care Center and Solid Waste Services Department by telephone.
- h. Leave a notice at the time of the damage at the Residential Unit, Designated Non- Residential Location, Unoccupied Location or the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.
- i. Provide a written explanation to Augusta of the circumstances, results of any investigation, and disposition of the claim.
- j. Notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to Augusta. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
- k. The Contractor shall refer all calls regarding reporting of property damage to Augusta and Augusta will forward such claims to the Contractor in the form of a Request for Service.
- l. Should repair be required, the Contractor shall provide appropriately licensed personnel to complete the repair.

Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over \$300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #25-900A	Solid Waste & Recyclable Collection Service Area – Zone One, Zone Two, and Zone Three	Due: Tuesday, March 25, 2025 @ 3:00 p.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

Unavailability of required resources

Prior commitments

Inadequate anticipated funding Level

Project Duration

Potential conflict of interest

Duplication of ongoing effort

Other (please explain)

Authorized Representative:

Name:

Title:

Signature:

Date: ____/____/20____