



RFP #26-135

July 28, 2026

Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste

For

Augusta-Richmond County
On behalf of the Augusta Engineering and
Environmental Services Department

RFP Due: Wednesday, September 2, 2026, at 11:00 am

**One Original and One Electronic Version of RFP
on a USB Drive shall be submitted**

Andy Penick
Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Request for Proposal

Sealed proposal will be received at this office until **Wednesday, September 2, 2026, at 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and via Teams: Meeting ID: 298 849 895 413 312; Passcode: cb7gs7K5 for furnishing:

RFP #26-135 Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste for Augusta Engineering and Environmental Services Department.

No proposals will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<https://www.augustaga.gov/681/ARCBid>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry website located at (<https://ssl.doas.state.ga.us/gpr/index>). Bidders must mark the RFP number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

A mandatory pre-proposal conference will be held on **Monday, August 17, 2026, at 10:00 a.m.** in **Augusta Procurement Department 535 Telfair St., Suite 605, Augusta, GA 30901** and virtually via Teams; Meeting ID: 277 225 276 641 985; Passcode: 5LE2Ry38.

All requests for clarifications or interpretations for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Wednesday, August 19, 2026, by 5:00 p.m.**

Questions, request for clarifications or interpretations regarding this proposal must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Ms. Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Bidders are cautioned that acquisition of the proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No proposals will be accepted by email; all proposals must be received by mail or hand delivered.

Publish: Augusta Chronicle July 23rd, 30th, and August 6th, 13th

INSTRUCTIONS TO SUBMIT A BID

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 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 Bidder 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 Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 All protests shall be made in writing to:
- Attn: Andy Penick,
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email:procbidandcontract@augustaga.gov
- 1.6 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department at 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.
- 1.7 Terms of Contract: (Check where applicable)
☒ (A) Annual Contract
☐ (B) One time Purchase
☐ (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A 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 Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit A Must be Notarized & Two (2) Pages Must be returned with your submittal.

Business License Requirement: Bidder 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. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain an Augusta-Richmond County business license if awarded a contract. For further information contact the License and Inspection Department at 706 312-5050.

Acknowledgement of Addenda: Bidders Must acknowledge all Addenda. See Page 1 of Exhibit A.

E-Verify * User Identification Number (Company I.D.): Vendor must provide the E-Verify affidavit with their bid.

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 (Systematic Alien Verification for Entitlements Program) (Must Be Returned With Your Submittal)

The successful vendor 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. E-Verify MOU (Memorandum of Understanding)



Exhibit A

Augusta, Georgia Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Where/How did you hear about this solicitation? _____

Attach a copy of your Business License, W-9, and your General Contractor License.

If applicable, provide a copy of the following:

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

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 Bidder

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.

Conflict of Interest

1. 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 arrived 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://www.e-verify.gov/employers/enrolling-in-e-verify>

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

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

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
NOTARY COMMISSIONING

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____ **day of** _____, 20____

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Exhibit A, 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 two (2) pages of Exhibit A 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 proposal 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.
- 2.) _____ I am a legal permanent resident 18 years of age or older.
- 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**

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me on this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

NOTARY SEAL

THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH YOUR SUBMITTAL



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. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

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]

Date: _____

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

The following 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 & Bid 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>

RFP Item #26-135 - Solid Waste Collection & Disposal
Services Augusta Downtown & Business Corridor
Permanent Sidewalk Receptacles, and County-Wide Out
of Compliance Waste & Illegal Dumped Waste

TABLE OF CONTENTS

<u>SECTION</u>

- | |
|-------------------------------|
| 1. INSTRUCTION TO VENDORS |
| 2. REQUEST FOR PROPOSAL |
| 3. AUGUSTA SPECIAL PROVISIONS |
| 4. FEE PROPOSAL |
| 4.1 EXHIBIT A – FEE SCHEDULE |
| 5. AGREEMENT |
| 6. CONTRACT [Draft Version] |

SECTION 1: INSTRUCTIONS TO VENDORS

INSTRUCTIONS TO VENDORS

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 & customer service and has ability to work in Georgia State.

IB-02 **EXAMINATION OF WORK**

A Mandatory Pre-Bid conference will be held on Monday, August 17, 2026, at 10:00 a.m. in Augusta Procurement Department 535 Telfair St., Suite 605, Augusta, GA 30901 and virtually via Teams; Meeting ID: 277 225 276 641 985; Passcode: 5LE2Ry38.

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.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov before the close of business, Wednesday, August 19, 2026, by 5:00pm. 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

Procurement Director. The Procurement Director shall send 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, 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 meet experience requirements as stated in this RFP document. 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 principal firm submitting bids must include subcontractor(s) qualification & experience if services will be provided by Subcontractor(s) under contract with the principal firm. The principal firm must provide copy of such subcontractor(s) contract to Augusta Engineering & Environmental Services department upon award of this RFP contract but prior to contract execution by Augusta, GA.

Augusta, GA 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**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 2: REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

1. PROBLEM STATEMENT

The purpose of this Section of the Request for Proposal (RFP) is to familiarize prospective proposers with Augusta, Georgia (County), its current downtown & Business Corridor Permanent sidewalk receptacles, and out of compliance & illegal dumped waste collection & disposal services utilized by the Augusta, Georgia Engineering & Environmental Services Operations . This request for proposal is continuity of current service offered under current contract that is ending December 31, 2026. Waste receptacles service area is limited to downtown/ business corridor and Out of Compliance (OOC) & Illegal Dumped Waste (ILW) Service area is county wide.

The contract award will be to single qualified contractor per criteria outlined in this RFP. Contract initial term is five (5) years with renewal for two (2) successive two (2) years terms.

2. GENERAL SERVICES REQUIREMENTS

Commencing on the Starting Date, the Contractor shall provide waste collection & disposal services to locations identified by County in accordance with the requirements of this Agreement at frequency requested by Augusta. Service levels under this contract is two types,

- 1) Permanent sidewalk waste receptacles on a daily basis (seven days per week) throughout 365 days per year, and OOC & ILW waste on on-call as needed. Seventy-five (75) waste receptacles are served under current contract. Actual counts might vary. Given ongoing downtown corridor improvements the County might include additional receptacles too at completion of in progress road infrastructure improvements. Contractor's services shall include furnishing all labor, equipment, tools, fuel, material, insurance, supervision, and all other items incidental to performing frontload waste and recycling services. The County might consider adding recycling material collection & disposal services in downtown business corridor service area if need arises after completion of downtown infrastructure improvements.
- 2) The Contractor shall have resources and workforce for collection OOC & ILW from restricted or limited access locations. In addition, OOC & ILW primarily is uncontained spread-out waste and most likely will require manual handling collection & containment. These services will be paid on an hourly basis as needed.

The Contractor shall collect any spilled, residual or other waste in close proximity to the waste receptacles. The Contractor shall leave the area neat and clean of waste and recyclables. Any extra waste found, which would be considered an extra charge, shall be photographed and e-mailed to Augusta designated this contract administrator along with the physical address of the issue.

The contractor is expected to open gates and doors to service containers within a corral. Once service has been completed, the Contractor shall place container back within the corral/enclosure and close all gates and doors. If the container is locked, the Contractor shall service the container and re-lock the container upon the completion of services.

The County has provided 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.

3. LOCAL SMALL BUSINESS SUBCONTRACTING REQUIREMENTS

Awarded contractor shall agree to include subcontracting fifty (50%) volume of contracted services to one local small business haulers with recent five (5) years' experience providing similar services within Richmond County, Georgia boundary. For purpose of this contract "Local Small Business" is defined as follows:

"A local established waste hauler performing waste collection & disposal services similar to services requested under this RFP primarily in the Augusta, Georgia jurisdiction service area for the past five years, has a business primarily located in the Augusta, Georgia jurisdiction area, and has resources/equipment needed to perform assigned services under this contract as a sub-contractor to this awarded contractor"

This requirement shall not apply if awarded contractor itself meets local small business criteria as defined above.

4. 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. 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. 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, The County 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.

5. 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 (Attachment B and Save Form). The notary seal shall be visible on the original AND all copies. Attach a copy of your current business license and your general contractor license.

Transmittal Letter:

The transmittal letter should be not 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 providing similar services in collecting Garbage, Recyclables, Yard Waste, and Bulky Waste within the County Service area. Proposers shall provide description of such contract(s).

Available Resources:

Proposers shall provide a list of equipment (including equipment age) that shall be no more than five (5) years old, and personnel available to do the work. Proposer must have resources to respond to afterhours, holidays, and weekend on-call waste pickup requests and pick up the waste. 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 of the acceptable resources referred to above.

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 on-call requests, are handled in its organization, and shall confirm that it can meet the requirements of Section 9 of the draft Contract located in the RFP.

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 the following:

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 their current status.

NOTE: Will NOT be disclosed in any part of the RFP. Failure to include the above listed financial stability requirements will affect your scoring on the evaluation sheet.

Insurance Requirement:

Each proposer must provide proof of its ability to obtain insurance complying with the requirements

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 separate sealed envelope with the following information on the outside of it: RFP #26-135 Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste for Augusta Engineering and Environmental Services Department.

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.

Submission Requirements:

The submittal should follow the following requirements:

1. The vendors are required to submit one (1) marked unbound original and one (1) electronic copy of the RFP and one (1) copy of the fee proposal and one (1) electronic copy of your fee proposal is to be submitted in a separately sealed envelope. Original is to be unbound.
2. The overall submittal shall not surpass thirty (30) 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 (30) pages 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.
3. 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 is to be one-sided and unbound or clipped.
4. All proposals should be complete and carefully worded and must convey all information requested by Augusta.
5. 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.
6. Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP #26-135 Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste for Augusta Engineering and Environmental Services Department.
7. Each proposal will be evaluated using the following criteria of evaluation.

7. 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 of 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 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 (15 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 contracted services.
- 4. Scope of Services to be Provided (15 points)
Provide details on your intent to provide the services items listed under Section Two: scope of services to include but not limited to:
 - 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. 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.
 - d. Provide litigation history of your company to identify each case within the last five years.
 - e. Available resources to provide the services requested.
- 6. References (5 points)
 - a. Provide as reference the name of at least one (1) agency you currently or have previously contracted for similar services in the past five (5) year.
 - b. Include specific individuals with addresses, telephone numbers and email addresses.
- 7. Proximity to Area. (Non-weighted)

Within Richmond County	50 points
Within CSRA	30 points
Within Georgia	20 points
Within SE United States (includes AL, TN, NC, SC, FL)	10 points
All Others	5 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. (Non-Weighted)

* Enclose in a separate sealed envelope.

- | | | |
|----|------------|-----------|
| a. | Lowest Fee | 50 points |
| b. | Second | 30 point |
| c. | Third | 20 points |
| d. | Fourth | 10 points |
| e. | Fifth | 5 points |

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 - Package submitted by the deadline - Package is complete (includes requested information as required per this solicitation) - Exhibit A is complete, signed and notarized	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience – - Relevant Services experience, specific qualifications waste hauling expertise & Recycling Services - Ongoing similar servicers contracts with August and other entities. - Collection response time history- - Waste hauling contractual disputes and environmental compliance history.		20	
3	Organization & Approach - Roles and Organization of proposed team servicing this contract. - Waste collection including on-call request services delivery approach - Proposed team role in contracted service delivery.		15	
4	Scope of Services - Service delivery plan - Customer service procedures - On-Call Requests response plan - Service delivery communication with Eng. & Environmental Services		15	
5	Available Resources and Financial Stability - Firm resources needed for completing requested services in timely manner and on schedule - Firm financial health and ability to provide needed resource		10	
6	References		5	
7	Proximity to Area. Total values (non-weighted) a. Within Richmond County 50 points b. Within CSRA 30 points c. Within Georgia 20 points d. Within SE United States (includes AL, TN, NC, SC, FL) 10 points e. All Others 5 points		Non-Weighted	
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 (non-weighted) a. Lowest Fee 50 points b. Second 30 points c. Third 20 points d. Fourth 10 points e. Fifth 5 points		Non-Weighted	

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.

8. Selection Process:

The 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 organized. 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.

Phase One Criteria (Identify short listed offerors only)

The 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.

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

Phase Two Criteria (if deemed necessary)

(Rank the company that best addresses 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 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 Procurement Director determines to be fair and reasonable to Augusta, Georgia, negotiations with that offeror shall be terminated. The Using Agency and the 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 Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the 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 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 Augusta, Georgia, Augusta reserves the right to request additional information and to request a Best and Final" offer.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP #26-135 Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste for Augusta Engineering and Environmental Services Department.

SECTION 3: AUGUSTA SPECIAL PROVISIONS

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

FEE PROPOSAL

Date: _____

Gentlemen:

In compliance with your invitation for bids/RFP dated _____, 2026, 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 #26-135 Solid Waste Collection & Disposal Services Augusta Downtown & Business Corridor Permanent Sidewalk Receptacles, and County-Wide Out of Compliance Waste & Illegal Dumped Waste for Augusta Engineering and Environmental Services Department.

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 as

4.1 EXHIBIT A - FEE SCHEDULE

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 26-xxx Solid Waste Collection & Disposal Services, Augusta DT Receptacles and OCC & ILW

4.1 EXHIBIT A - FEE SCHEDULE

**Solid Waste Collection & Disposal Services,
Augusta DT Receptacles and OCC &
FEE SCHEDULE**

1) Fee Proposal for Permanent Sidewalk Receptacles

Number of Units: 75 Receptacles

Service Frequency: to be served daily (365 days/year)

Fee: _____ per month

2) Special Events (Hourly Rates)

Rear loader truck with driver..... \$_____ /hr.

Roll off truck with driver \$_____ /hr.

Grapple truck with driver \$_____ /hr.

Dump truck with driver \$_____ /hr.

Loading crew (one loader)..... \$_____ /hr.

Two loaders..... \$_____ /hr.

3) Out of Compliance Waste & Illegal Damped Waste (Hourly Rates)

A:

Rear loader truck with driver..... \$_____ /hr.

Roll off truck with driver \$_____ /hr.

Grapple truck with driver \$_____ /hr.

Dump truck with driver \$_____ /hr.

Loading crew (one loader)..... \$_____ /hr.

Two loaders..... \$_____ /hr.

B:

1) Extra charge per hour for legal dumps and out of compliance waste where there are trees, stumps, etc. that requires cutting with a chainsaw or any other equipment. \$_____ /hr.

2) Lump Sum Charge for arriving at a site and the waste is already gone - \$_____.

SECTION 5: AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2026 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 26-135 Solid Waste Collection & Disposal Services
Augusta Downtown & Business Corridor
Permanent Sidewalk Receptacles, and
County-Wide Out of Compliance Waste &
Illegal Dumped Waste**

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 per 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.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

AUGUSTA, GEORGIA

(Owner)

By: _____
Garnett L. Johnson., Mayor

SEAL

Attest to Clerk of Commission

Witness

CONTRACTOR: _____

By: _____

Title: _____

SEAL

Address: _____

Witness

SECTION 6: CONTRACT (DRAFT VERSION)

Draft Contract

Augusta, Georgia Solid Waste Collection & Disposal Services
Augusta Downtown & Business Corridor
Permanent Sidewalk Receptacles, and
County-Wide Out of Compliance Waste &
Illegal Dumped Waste

THIS Contract (the "Contract") is effective as of the 1st day of January 2027 (the "Effective Date"), with the first day of service being January 1, 2027 (the Starting Date") by and between Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Augusta"), and _____ (hereinafter referred to as "Contractor").

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

WHEREAS, the Deans Bridge Road Landfill is the destination for the Waste to be collected under this Contract; and

WHEREAS, Augusta desires the Contractor to provide waste collection & disposal services for Augusta downtown waste receptacles, and out of compliance & illegal dumped waste (OOC & ILW) ; and

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

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 I - DEFINITIONS

For the purpose of this waste collection & disposal 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/ordinance, the definition in the contract shall prevail. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Augusta means Augusta, Georgia, or its authorized agent(s).

Contract means this contract as executed for the provision of frontload 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 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 Contract.

Customer means the recipient of waste collection & disposal services under this contract.

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

Designated Disposal Facility means a facility to which Waste collected under the Contract must be delivered. For this contract, it is Augusta MSW Deans Bridge Road Landfill.

Designated Recycling Facility means a materials recovery facility or transfer station selected by the awarded contractor and approved by Augusta Engineering & Environmental Services director or designee such as contract administrator.

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.

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.

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 Containers are emptied.

Recycling 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.

Special Events means events at Augusta Commons, Arts in the Heart, streets Parades, Supporting event and other special organized gathering by the County or Organization. It includes any waste cleanup request placed by Engineering & Environmental Services Operations. These services are provided under equipment & labor fee unite rates established under this contract.

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.

Waste means items discarded by the Augusta Engineering & Environmental Services Operations Team, and assigned to awarded contractor for collection & disposal, which are not intended to be recycled and are not considered Hazardous Waste.

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Contract Term

The term of this Contract shall commence on January 1, 2027, and terminate on December 31, 2031 (the "Initial Term") unless this Contract is terminated earlier by Augusta as herein provided. This Contract may be renewed for two (2) successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates 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, 2027, is intended to provide the Contractor with sufficient time to, among other things, order equipment, prepare necessary routing, and prepare to start services. Contractor shall be responsible for the provision of all services beginning January 1, 2027. Accordingly, Contractor shall provide services as set forth in this Contract no later than January 1, 2027.

2.3 Transition upon Expiration of this Contract

2.3.1. 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 period, Contractor shall provide 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.

2.3.2 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 company other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected company, as well as Augusta, to minimize any disruptions in the service provided to the public.

SECTION 3 - GENERAL SERVICE REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall provide waste collection & disposal services to locations identified by Augusta in accordance with the requirements of this contract at frequency requested by Augusta. Contractor's services shall include furnishing all labor, equipment, tools, fuel, material, insurance, supervision, and all other items incidental to performing frontload waste and recycling services.

Services required under this contract include but are not limited to:

- a. Servicing the permanent sidewalk trash receptacles on a daily basis (seven (7) days per week). Assume there are currently 75 permanent sidewalk trash and recycle receptacles.
- b. Due to increased foot traffic and special events, service shall occur 365 days per year, including holidays.
- c. Transportation to and disposition of all materials at the Designated Disposal Facility. Disposal of collected materials at the Augusta Deans Bridge Road MSW landfill. Transportation will be incidental to collection and disposal services and not additional fee will be paid for waste transportation. The Designated Disposal Facility is the Augusta Solid Waste MSW Landfill Facility located at 4330 Deans Bridge Road, Blythe, GA.
- d. Serving out of compliance waste & illegal dumped waste on-call requests on as needed basis. Collected material/waste will be hauled to and disposed of at Augusta Solid Waste MSW Landfill Facility located at 4330 Deans Bridge Road, Blythe, GA. This service is provided under unit rate fee structure.

3.2 Waste and Recycling Services

The Contractor shall provide waste services as requested by Augusta. The Contractor shall service the waste receptacles & on-call locations at a frequency as specified or determined by Augusta. Augusta might request recycling services at designated locations, particularly in downtown business corridor, if need arises. This service will be add on services at negotiated fee agreed by both the awarded contractor and Augusta, Georgia.

3.3 Waste and Recycling services Independent

If Recycling services added, waste & recycling services are independent from each other, meaning some locations may have waste only, others recycling only, while others may have both services.

3.4 Service around Containers

The Contractor shall collect any spilled, residual or other waste in close proximity to the Container. The Contractor shall leave the area neat and clean or waste and recyclables.

3.5 Extra Waste

Any extra waste found, which would be considered an extra charge, shall be photographed and e-mailed to Augusta designated this contract administrator along with the physical address of the issue.

3.6 Corrals/Enclosures

The contractor is expected to open gates and doors to service containers within a corral. Once service has been completed, the Contractor shall place container back within the corral/enclosure and close all gates and doors.

3.7 Locks

If the dumpster is locked, the Contractor shall service the Container and re-lock the Container upon the completion of services.

3.8 Container Maintenance and Appearance

All containers shall be maintained in good appearance and repair. Any damage to the containers, locks, or cages will be reported to the Engineering & Environmental Services Operations Designated Team on a daily basis. Such communication will be via email or other such method as designated by the Engineering & Environmental Services Operations Designated Team.

3.9 Collection Service Frequency

The Contractor shall collect Waste at a frequency requested by Augusta. Augusta may amend the frequency of any location at its sole discretion.

3.10 Collection Days

Downtown waste receptacles service is daily throughout the year including weekends and holidays (365 days/year). Out of compliance & illegal waste services in on as needed on-call basis.

3.11 Hours of Collection

Downtown waste receptacles shall be services in early hours prior to business opening hours and avoiding impact to businesses operation. Out of Compliance & Illegal Waste shall be collected same day after request submitted by 12pm or next day by end of day if request submitted after 12pm. There will be special instance such as Masters week, when waste shall be collected the day requested is submitted even if request submitted after regular business hours.

3.12 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 fifteen (15) 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.

3.13 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 make these additional efforts at no additional cost to Augusta.

3.14 Adverse Weather

If the impassability of the street or alley due to extreme weather conditions anticipated to last for only one or two scheduled collection days, Augusta may elect to delay collection services until conditions improve. When this occurs, the Contractor shall resume collection services on the next scheduled collection day.

3.14.1 Infrastructure Construction

Periodically major renovation is necessary to maintain the infrastructure of Augusta. This renovation includes such activities as replacing gas, water, and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television. If the Contract Administrator is notified in advance of these activities, the Department will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. Alternate collection service must be provided during this period of disruption. Each circumstance must be evaluated individually to determine the appropriate alternative. The Contractor shall notify Augusta of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. Augusta will either approve the alternative method or require the Contractor to use a different collection method.

SECTION 4- EQUIPMENT/FACILITIES

4.1 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 and located in Richmond County, GA and comply with all applicable federal, state, and local laws and regulations. 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.

The Contractor may use new or used equipment so long as the equipment is capable of performing the required services; has uniform paint scheme and logos; has no leaking seals; is maintained in good repair and working order, and complies with all other requirements listed. Collection vehicles must have an enclosed body and able to securely transport waste without litter. Collections vehicles must be inspected annually and registered with the Richmond County Marshal's Office.

All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:

- Back-up alarm.

Back-up camera with monitor visible from any driving position.

A 10 pound fire extinguisher.

A 25 person first aid kit.

Minimum of three safety marking devices (flares, or reflective triangles).

Rear-mounted strobe light(s) activated while collecting materials.

A spill kit with a minimum size of 10 gallons to handle operational spills

Vehicle leaks and spills on public and private streets and parking lots shall be minimized. The vehicle shall be removed from service immediately should the spill or leak be the result of a mechanical problem or poor seal(s). The cleanup of any spill shall begin no later than two (2) hours following the spill or leak, and should be reported to Augusta, Georgia immediately. Under no circumstances shall any fluids be released to the storm sewer system.

4.2 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.

4.3 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 recollect this material within two (2) hours of the unloading. 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.

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.

4.4 Facilities

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

SECTION 5- DISPOSAL SITES

5.1 Ownership of Solid Waste Materials

The Contractor shall have ownership of solid waste from the time of collection until the materials deposited at the Designated Disposal Facility or the Designated Recycling Facility.

5.1.1 Designated Disposal Facility

All Waste shall be delivered to the Deans Bridge Road Landfill, located at 4330 Deans Bridge Road, Blythe, Georgia 30805.

The disposal cost for all Waste delivered to the Designated Disposal Facility shall be paid by the Contractor.

5.1.2 Designated Recycling Facility

All Recycling shall be delivered to regulatory & local permitted recycling facility determined by the Contractor. The contractor shall submit recycling facility information to Augusta in advance as part of implementation plan prior to commencement of services.

The disposal cost for all recycling material delivered to the Designated Disposal Facility shall be paid by the Contractor.

5.1.3 Damages

If the Contractor delivers Recycling to the landfill, Damages in the amount of five hundred dollars (\$500.00) per incident will be assessed.

SECTION 6 - PERSONNEL AND SAFETY

6.1 Contact with Contractor

6.1.1 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.

6.1.2 Contact Personnel

A responsible person in charge shall be available 24/7 by phone with the authority to make decisions relevant to operations under this Agreement. Contractor's emergency representative shall be responsible for responding to any Requests for Service from Augusta on afterhours to response afterhours respect and schedule waste cleaning & pickup.

6.1.3 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.

6.1.4 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.

6.1.5 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.

6.1.6 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.

6.1.7 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.

6.1.8 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.

6.2 Property Damage/Accidents

6.2.1 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 Operation by telephone, email, or documentation in designated platform.
- 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.

6.2.2 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 19.15.

6.2.3 Damages

If the Contractor does not provide resolution of property damage, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence.

6.2.4 Accidents

The Contractor shall immediately notify by telephone Augusta Customer Care Center and the Environmental Services Operation of all vehicular accidents in which there is serious personal injury or a fatality. The Contractor shall notify Augusta Customer Care Center and the Environmental Services Operation of all other accidents in a timely manner.

6.3 Care and Diligence/Littering

The Contractor shall exercise all reasonable care and diligence in collecting Residential Waste and Recycling, 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 Waste and Recycling, 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 Waste and Recycling, 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 Container, and collect the Container 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 does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) 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.

6.4 Operator Awareness Training

The Contractor shall be responsible for maintaining levels of operator participation regarding correct collection of Waste and Recycling; 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.

6.5 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 7 - REPORTING REQUIREMENTS

7.1 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 10 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.

7.1.1 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.

SECTION 8 - COMPENSATION

8.1 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:

See attached EXHIBIT A for Fee Schedule (to be completed)
[Fee Rate Table to be inserted after award of Contract]

8.2 Inflation Factor - CPI Adjustment

The Contractor shall be entitled three percent (3%) yearly cost escalation adjustment (unit fee 3% annual increase) starting January 1, 2029.

8.3 Payment Reduction for Damages

Damage charges will be monitored monthly and reviewed with the Contractor each month. 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. However, in no event is Augusta prohibited from taking actions to collect any unpaid amount owed to Augusta.

8.4 Defective Pricing

Augusta shall have the right to take corrective measures for any defective pricing. These corrective measures may include, but are not limited to making necessary revisions to this Contract or providing an addendum to this Contract to address the issue of defective pricing.

8.5 Contingent fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta, Georgia fee related to this Agreement without the prior written consent of Augusta, Georgia. For breach or violation of this warranty, Augusta, Georgia shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 9 - INSURANCE AND PERFORMANCE SURETY

The Contractor shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta, Georgia against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Contractor in performance of the work during the term of this Agreement.

The Contractor shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.
The Contractor shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance -in accordance with the laws of the State of Georgia.

B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Augusta, Georgia will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s). Such policies shall name Augusta, Georgia as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Engineering & Environmental Services department at the time of the execution of this Agreement.

SECTION 10 - REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties

The Contractor represents and warrants 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.

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.

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.

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.

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 it is aware of the present placement of Waste and Recycling Containers. The Contractor represents and warrants that it is capable of continuing to collect Containers and Recyclable Containers at their present locations.

SECTION 11 - INDEMNITY

11.1 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 12- DEFAULT AND TERMINATION

12.1 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 materials with materials collected from outside this Contract.
- d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 11.
- e. Fails to furnish and maintain the Insurance requirements per Section 11.
- f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Sections 18.3 and 18.4.
- g. Fails to perform any material obligation of the Contractor under the terms of this Contract, and continuance of such failure after receiving written notice by Augusta specifying such failure, and Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action to cure such non-performance within the thirty (30) day period.

To initiate proceedings under this Section, Augusta shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a hearing at which the Contractor may show cause as to 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 cause, 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 5 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 18.27, 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 18.27 hereof shall not be considered a cause beyond the Contractor's control as defined in section 18.27.

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.

Augusta shall have the unilateral right to terminate this Contract in whole or in part for the convenience of Augusta, Georgia.

SECTION 13 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION SERVICE

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin. or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. 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 Augusta resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, 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 14 - DRUG AND ALCOHOL FREE WORKPLACE

14.1 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:

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;

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;

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 that five (5) days after such conviction;

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;

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.

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.

The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

SECTION 15- GENERAL PROVISIONS

15.1 Taxes

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

15.2 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.

15.3 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 Contractors 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.

15.4 Changes in Control

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;

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

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.

15.5 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.

15.6 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 Superior Courts of Richmond County Georgia.

15.7 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.

15.8 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.

15.9 Headings

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

15.10 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.

15.11 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.

15.12 Modifications and Waiver

The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The 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.

15.13 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.

15.14 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 Services
4330 Deans Bridge Road
Blythe, GA 30805
and
452 Walker Street, Site 110
Telephone: 706-592-3206

For the Contractor:

Name
Title
Address
County, State Zip Telephone & Email:

Name
Title
Address
County, State Zip Telephone & Email:

15.15 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.

15.16 Augusta 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.

15.17 Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. Augusta 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.

15.18 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.

15.19 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

15.20 Open Records Act

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

15.21 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.

15.22 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.

15.23 Discretionary Waiver of Right to a Jury Trial

The Contractor and Augusta 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.

15.24 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.

15.25 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.

15.26 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.

15.27 Force Majeure

- I. 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.

15.28 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 Rule 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 16 – 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.

"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 _____, 2026

By:

Augusta, Georgia

As its Mayor

Attest:

Clark 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: _____

EXHIBIT A
Fee Table

- 1) Fee Proposal for Permanente Sidewalk Receptacles
Number of Units: 75 Receptacles
Service Frequency: to be served daily (365 days/year)

Fee: _____ per month

- 2) Special Events (Hourly Rates)
- | | |
|------------------------------------|--------------|
| Rear loader truck with driver..... | \$_____ /hr. |
| Roll off truck with driver | \$_____ /hr. |
| Grapple truck with driver | \$_____ /hr. |
| Dump truck with driver | \$_____ /hr. |
| Loading crew (one loader)..... | \$_____ /hr. |
| Two loaders..... | \$_____ /hr. |

- 3) Out of Compliance Waste & Illegal Damped Waste (Hourly Rates)

A:

- | | |
|------------------------------------|--------------|
| Rear loader truck with driver..... | \$_____ /hr. |
| Roll off truck with driver | \$_____ /hr. |
| Grapple truck with driver | \$_____ /hr. |
| Dump truck with driver | \$_____ /hr. |
| Loading crew (one loader)..... | \$_____ /hr. |
| Two loaders..... | \$_____ /hr. |

B:

- 1) Extra charge per hour for legal dumps and out of compliance waste where there are trees, stumps, etc. that requires cutting with a chainsaw or any other equipment.
\$_____/hr.
- 2) Lump Sum Charge for arriving at a site and the waste is already gone
-\$_____.

EXHIBIT B
Downtown Business Corridor Waste Receptacle Locations
Downtown Waste Receptacle Locations

	Address	Cross-street
1.	473 Broad St	Broad at 5 th Street
2.	501 Broad St	Broad at 5 th Street
3.	476 Broad St	Broad at 5 th Street
4.	209 Broad St	Broad at 5 th Street
5.	533 Broad St	Broad Street
6.	564 Broad St	Broad at Monument
7.	566 Broad St	Broad at Monument
8.	601 Broad St	Broad at 6 th Street
9.	607 Broad St	Broad at 6 th Street
10.	594 Broad St	Broad at 6 th Street
11.	602 Broad St	Broad at 6 th Street
12.	699 Broad St	Broad at 7 th Street garbage
13.	699 Broad St	Broad at 7 th Street recycle
14.	670 Broad St	Broad at 7 th Street
15.	711 Broad St	Broad at 7 th Street
16.	739 Broad St	Broad Street
17.	735 Broad St	Center Park at Albion
18.	732 Broad St	Center Park at Albion
19.	767 Broad St	Center Park at Albion
20.	771 Broad St	Broad at 8 th Street

21.	758 Broad St	Broad at 8 th Street
22.	801 Broad St	Broad at 8 th Street
23.	802 Broad St	Broad at 8 th Street

	Address	Cross-street
24.	823 Broad St	Commons on Broad
25.	851 Broad St	Commons on Broad
26.	840 Reynolds St	Commons on Reynolds
27.	836 Reynolds St	Commons on Reynolds
28.	701 Reynolds	Reynolds at 8 th Street
29.	826 Broad St	Center Park J Brown statute
30.	850 Broad St	Center Park J Brown statute
31.	879 Broad St	Broad Street
32.	879 Broad St	James Brown Blvd
33.	864 Broad St	Broad at JB solar garbage
34.	864 Broad St	Broad at JB solar recycle
35.	864 Broad St	James Brown Blvd
36.	902 Broad St	Broad Street
37.	902 Broad St	James Brown Blvd
38.	903 Broad St	Broad Street
39.	903 Broad St	James Brown Blvd
40.	952 Broad St	Broad Street
41.	933 Broad St	Broad at McCarthan St
42.	945 Broad St	Broad at McCarthan St
43.	945 Broad St	Center Park McCarthan
44.	985 Broad St	Broad at 10 th Street

	Address	Cross-street
45.	990 Broad St	Broad at 10 th St solar garbage
46.	990 Broad St	Broad at 10 th St solar recycle
47.	1005 Broad St	Broad at 10 th Street
48.	1008 Broad St	Broad at 10 th Street
49.	215 Tenth St	Mid point on 10 th Street
50.	215 Tenth St	Ellis at 10 th Street
51.	1023 Broad St	Broad Street
52.	1051 Broad St	Broad at 11 th Street
53.	1054 Broad St	Broad at 11 th Street
54.	1102 Broad St	Broad at 11 th Street
55.	1109 Broad St	Broad at 11 th Street
56.	1140 Broad St	Broad at 12 th Street
57.	1167 Broad St	Broad at 12 th Street
58.	1201 Broad St	Broad at 12 th Street
59.	1204 Broad St	Broad at 12 th Street
60.	1245 Broad St	Broad Street
61.	1297 Broad St	Broad at 13 th Street
62.	1298 Broad St	Broad at 13 th Street
63.	1301 Greene St	Greene at 13 th Street
64.	Telfair Street	Telfair at 13 th Street
65.	307 Eleventh St	Greene at 11 th Street

	Address	Cross-street
66.	955 Greene St	Center Park on Greene
67.	902 Greene St	on James Brown at Greene
68.	425 James Brown Blv	J Brown at Telfair Street
69.	823 Telfair St	J Brown at Telfair Street
70.	823 Telfair St	on James Brown at Greene
71.	848 Ellis St	on James Brown at Greene
72.	848 Ellis St	on James Brown at Ellis
73.	912 Ellis St	on James Brown at Ellis
74.	901 Greene St	on James Brown at Greene

Local Small Business Program **Preference**

The Local Small Business Program provides for Local Small Business Program Preference on all applicable Augusta, Georgia procurements between \$101,000 and \$300,000 in value.

The Local Small Business Program Preferences for this procurement is:

Waived

There must be a minimum of three (3) certified firms in the Local Small Business Program that can provide the service or product, as specified by the user department, for the LSBP Preference to be considered. As a result of not meeting the minimum service/product requirement, the LSBP Preference is waived for this solicitation.