



RFP #26-196

June 22, 2026

Solid Waste and Recycling Front Load Services

For

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

RFP Due: Monday, July 27, 2026 at 10:00am

**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

Bid Announcement for RFP #26-196 Solid Waste And Recycling Front Load Services for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department.

Sealed proposals will be received in the Augusta Procurement Department on or before **Monday, July 27, 2026 at 10:00am**, during our normal business hours from 8:30 am to 5:00 pm, Monday through Friday.

Bid openings are open to the public located at Augusta Municipal Building, 535 Telfair Street, Suite 605, Augusta, GA 30901 or virtually via Microsoft Teams; Meeting ID: 259 748 129 335 980; Passcode: kp36vh9t.

No proposals will be accepted by email. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor. A 100% performance bond and a 100% payment bond will be required for award.

RFP bid documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department's ARCBid drop-down menu at <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 are strongly advised to only obtain bid proposal documents directly from these sources. Bid documents obtained from other sources may be incomplete, inaccurate, and not up to date.

A Mandatory Pre-Bid conference will be held on **Thursday, July 9, 2026, at 11:00am** in the Hicks Conference Room located at 452 Walker Street, Augusta, GA 30906 and virtually via Teams; Meeting ID: 268 897 266 824 716; Passcode: 5bP3w3aF.

Bidders must mark RFP #26-196 on the outside of the submittal envelope. Bidders must separate their Fee Proposal into a sealed envelope, and technical qualifications in a separate sealed envelope. All instructions are in the Bid Documents.

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Monday, July 13th, 2026, by 5:00pm**

Deliver all bids to:
Attn: Andy Penick
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Publish: Augusta Chronicle June 18, 25th and July 2nd.

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]**

[Signatory's Title] **Date:** _____

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>

SECTION I INSTRUCTION TO PROPOSERS

Augusta, Georgia, is soliciting statement of proposals from qualified firms to provide Solid Waste And Recycling Front Load Services for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department. Bidder's submittal should respond to, and be based on, the information included in this Request for Qualification and Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Monday, July 27, 2026 at 10:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - RFP Item #26-196 Solid Waste Font Load Services for Engineering and Environmental Services Department. You are required to submit one (1) marked unbound original, one (1) electronic copy of your RFP.

RFP opening are held publicly and via TEAMS - Meeting ID: 259 748 129 335 980; Passcode: kp36vh9t.

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

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

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

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

A Mandatory Pre-Bid conference will be held on Thursday, July 9, 2026, at 11:00am in the Hicks Conference Room located at 452 Walker Street, Augusta, GA 30906 and virtually via Teams; Meeting ID: 268 897 266 824 716; Passcode: 5bP3w3aF.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov before the close of business, Monday, July 13th, 2026, by 5:00pm.

Issues and responses addressed in any other manner, such as phone calls, will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Augusta will respond to any Proposer's questions received in compliance with the above schedule. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be posted by addendum and emailed to Proposers. Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 90 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners. Costs incurred in responding to the request for qualifications are the Proposer's alone and the Owner does not accept liability for any such costs.

Services must be provided by experienced personnel. Any subconsultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

It is the responsibility of the Proposers to examine the entire RFP, seek clarification in writing, and review their qualifications for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The Owner reserves the right to ask for additional information from all parties that have submitted qualifications.

No proposal may be withdrawn for a period of ninety (90) days after proposal have been opened, pending the execution of contract with the successful bidder. Selection shall not be based solely upon the fee proposal; however, the fee and maximum overhead proposals shall be a factor in the final selection. The Owner reserves the right, in its sole discretion, to reject any or all proposals, re-solicit proposals (including a change in the method of project delivery), or terminate the project.

The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Proposer, for disposition or usage by the Owner at its discretion. The details of the proposal documents will remain confidential until final award. See Trade Secret Affidavit (Page 9).

26-126 Solid Waste Front Load Services

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SECTION 1: INSTRUCTION TO BIDDERS

1.01 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.

1.02 EXAMINATION OF WORK

A Mandatory Pre-Bid conference will be held on **Thursday, July 9, 2026, at 11:00 a.m.** in the Hicks Conference Room located at 452 Walker Street, Augusta, GA 30901 and virtually via Teams; Meeting ID: 268 897 266 824 716; Passcode: 5bP3w3aF.

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.

1.03 ADDENDA AND INTERPRETATIONS

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

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Monday, July 13th, 2026, by 5:00 p.m.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA Procurement Director. The Procurement Director shall send by certified mail with return receipt requested to all prospective proposers (at the respective addresses furnished for such purposes),

no later than five working days prior to the date fixed for the opening of RFP's. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.

1.04 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.

1.05 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.

1.06 **BIDDER'S QUALIFICATIONS**

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

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

The 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.

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

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

The owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the Owner that such

bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or entities for which the bidder has done similar work.

1.07 PERFORMANCE and PAYMENT BOND

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

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

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

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

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

1.08 REJECTION OF BIDS/PROPOSALS

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

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

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

SECTION 2: SCOPE OF SERVICES

2.01 INTRODUCTION

The purpose of this Section of the Request for Proposal (RFP) is to familiarize prospective proposers with Augusta, Georgia, its current Front load waste & Recycling collection & disposal services utilized by the County for its facilities and operations. This request for proposal is continuity of current service offered under current contract that is ending December 31, 2026. 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.

2.02 GENERAL SERVICES REQUIREMENTS

Commencing on the Starting Date, the Contractor shall provide front load waste and recycling services to locations identified by Augusta in accordance with the requirements of this Agreement at a container size and 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 front load waste and recycling services.

The Contractor shall provide both waste and/or recycling services as requested by Augusta. The Contractor shall provide a Container and services at locations identified by Augusta. The Contractor shall service the Container at a frequency as specified by Augusta. Services are independent from each other, meaning some locations may have waste only, others recycling only, while others may have both services. The Contractor shall not mix Recycling with any other material that is not recyclable by Augusta's recycling program.

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. 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 dumpster 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.

2.03 **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. Copy of draft contract attached as Section 6. In response to submitted questions, any changes to draft contract document will be provided to each Proposer in an Addendum to this RFP.

Except as specifically provided for in this RFP, 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.

2.04 **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.

A. 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.

B. Procurement Documents: (not included in page minimum)

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required (Exhibit A, a copy of your Business License, W-9, and Save Form). The notary seal shall be visible on the original AND all copies.

C. 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).

D. Staffing:

Proposers must demonstrate significant staff expertise in effectively managing a contract for the front load waste, recycling collection & disposal services. 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.

E. Experience:

Proposer must have, as a minimum, five (5) years of successful experience in providing front load waste, recycling collection & disposal services. Proposers shall provide a record of current contract to include your largest contract and your smallest contract. Please also include the most recent contract awarded and initiated services. This record must show the description of the project (job) including number of customers, the dates of service, and the cost of work in dollars. Augusta may contact communities served by the proposer.

F. Available Resources:

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

G. Financial Stability:

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

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

- a. If a public company, include a recap of the most recent audited financial report.

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

NOTE: 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.

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

I. 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 Augusta. At a minimum, the Implementation Plan shall incorporate the deadlines for contractor's implementation planning found in the draft contract located in this RFP.

J. Customer Service Procedures:

Each proposer shall describe how customer service issues, including complaints, are handled in its organization, and shall confirm that it can meet the requirements of Section 7 of the draft contract located in the RFP.

K. Bonding Company Commitment:

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

L. Insurance Requirement:

Each proposer must provide proof of its ability to obtain insurance complying with the requirements specified in Section 11 of the draft Contract located in the RFP.

M. Criminal Convictions/ Environmental Violations:

Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being offered, within the last ten (10) years. The

County may disqualify a proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition. Proposers must provide a summary of any environmental violations, including enforcement cases initiated by environmental agencies that have occurred or have been alleged in the last five years.

N. 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 26-196 - Solid Waste & Recycling Front Load Services.

2.5 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.

The successful proposal will have at a minimum the following features:

1. You 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 on USB drive of your fee proposal is to be submitted in a separately sealed envelope. All documents will be typewritten on standard 8 x 11 white paper format with all standard text fonts no smaller than 12 points. The original will use one-sided copying and be bound by binder clip.
2. All proposals should be complete and carefully worded and must convey all information requested by Augusta. The overall submittal shall not surpass thirty-five (35) pages in length, excluding cover letter, required forms, tabs, and appendices. Submittals should be organized and tabbed (Cover letter, tabs and

other required forms are not a part of the thirty-five (35) page limit). Exceptions to the minimum page limit would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal.

3. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.
4. If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
5. Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 26-196 - Solid Waste Front Load Services Fee Proposal
6. Each proposal will be evaluated using the following criteria of evaluation.

2.7 CRITERIA FOR EVALUATION:

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

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP. If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Evaluation Criteria

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

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

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)

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

2. Qualifications & Experience (20 points)

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

3. Organization & Approach (15 points)

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

- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the contacted services.

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

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

5. Available Resources and Financial Stability (10 points)

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

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

6. References (5 points)

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

- 7. Proximity to Area. (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 <ul style="list-style-type: none"> • 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		20	
3	Organization & Approach		15	
4	Scope of Services		15	
5	Financial Stability		10	
6	References		5	
7	Proximity to Area. Total values (non-weighted) <ul style="list-style-type: none"> 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) <ul style="list-style-type: none"> 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.

2.8 Selection Process:

An evaluation committee will review and score all proposals based on the qualifications and information provided in Section II STATEMENT OF WORK, CRITERIA FOR EVALUATIONS, ADDENDUMS and any information provided by the vendor in the requested ATTACHMENTS and EXHIBITS.

Using the proposal information presented by the firms in their proposals, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluated as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

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.

A Selection Committee will review all proposals submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the proposals and the selection criteria, the Committee will rank the firms based upon the quality and content included in their proposals as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

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

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

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria.

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

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

Phase Two Criteria

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

An Interview list may be created to allow firms the opportunity to respond to questions from the evaluation committee relevant to the submitted proposals during the interview. Oral presentations to the evaluation committee shall not exceed one hour in duration.

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. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements, will undertake the scope of work.

PRICE PROPOSALS

The firms shall provide a proposal that includes all requested fields of the FEE PROPOSAL that are required to provide the services requested. No additional expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.

Price is not the driving factor in this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall consider 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 the 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 short-listed 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.

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

Final Selections

The evaluation committee will recommend an award to the Sheriff and the Augusta Georgia Commission for the highest scoring proposal(s). The Augusta Georgia Commission will make the final decision as to award of contract.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS TO WAIVE INFORMALITIES AND TO RE-ADVERTISE.

SECTION 3: GEORGIA PROMPT PAY ACT

Augusta Engineering and Environmental Services Department

GEORGIA PROMPT PAY ACT

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

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

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

NOTICE

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

DISPOSALS

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

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

Date: _____

Bidder:

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 26-196 Solid Waste Front Load Services

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

_____ **DOLLARS**

(\$ _____) **

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

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

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

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

Respectfully submitted:

(Name of the Firm)

(Business Address)

By: _____

Title: _____

4.1 EXHIBIT A - FEE SCHEDULE

Frontload Waste Collection & Disposal Contract

FEE SCHEDULE

Waste Type	Collection & Disposal Frequency								
	Container Size	1/week	2/week	3/week	4/week	5/week	6/week	7/week	Unscheduled
Trash	2 yd								
	4 yd								
	6 yd								
	8 yd								
Recycling	2 yd								
	4 yd								
	6 yd								
	8 yd								
Accessories	Casters								
	Locking Device								

Notes: Pricing for collection frequencies per wee area shall be monthly.

Pricing for Unscheduled collection shall be per on-time collection.

Rollout Monthly Pricing				
	1x per week	2x per week	3x per week	4x per week
Single 96-gal cart				
Price per additional cart				

FEE PROPOSAL SUBMITTED BY:

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

Fee Proposal must be sealed and labeled on the outside of the package to clearly indicate that it is in response to RFP Item #26-196 Solid Waste Front Load Services.

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 26-167 Solid Waste Frontload Services

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

ARTICLE II – TIME OF SERVICE COMPLETION –DAMAGES:

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

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: _____ **Attest**

Secretary

Witness

SECTION 6: DRAFT CONTRACT

STATE OF GEORGIA
AUGUSTA, GA

CONTRACT # 26-196

SOLID WASTE FRONT LOAD SERVICES

THIS AGREEMENT (the "Agreement") 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 the "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 frontload services; and

WHEREAS, Augusta desires the Contractor to provide vehicles that operate on compressed natural gas or diesel fuel; 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 frontload services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition in the 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 frontload services within Augusta, provided through 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 Augusta for delivery of Recycling collected under this Contract.

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.

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 Customer, and placed for collection by the Contractor, 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 frontload waste and recycling services to locations identified by Augusta in accordance with the requirements of this Agreement at a container size and 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.

3.2 Waste and Recycling Services

The Contractor shall provide both waste and/or recycling services as requested by Augusta. The Contractor shall provide a Container and services at locations identified by Augusta. The Contractor shall service the Container at a frequency as specified by Augusta.

3.3 Waste and Recycling services Independent

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 Route Audit

Between the Effective Date and the Starting Date, the Contractor shall provide a waste audit of all locations proposed to have services under this Agreement. The audit at a minimum shall identify;

- a. If the current service list is accurate and inclusive.
- b. Ways to reduce the number of service days, in an effort to reduce cost.
- c. Ways to reduce the number of container yards, in an effort to reduce cost.
- d. Locations where recycling containers could be placed in an effort to reduce waste and cost.
- e. Safety concerns related to frontload services.

Prior to ordering or placing containers, the Contractor shall meet with Augusta designated contract administrator to discuss its findings and alter services provided by the Contractor.

3.8.1 Continuous review

The Contractor, while serving, shall continuously review the volume of waste and recycling in the containers. The Contractor shall routinely propose service levels that may improve the service level or reduce the cost to Augusta based on the number of collections, the size of the container as well as increased recycling efforts.

3.8.2 Augusta Route Audits

Augusta shall have the right to be a passenger in the collection vehicles for the purposes of auditing routes and services.

3.9 Materials to be Collected

The Contractor shall provide collection of Waste and Recycling placed for collection in accordance with the Collection Schedule, and as further described in this document.

3.9.1 Mixing

The Contractor shall not mix Recycling with any other material that is not recyclable by Augusta's recycling program.

3.9.2 Damages

If the Contractor collects Waste in the same load as Recycling, or collects Recycling in the same load as Waste or otherwise contaminates the Recycling, the Contractor shall be assessed Damages in the amount of two thousand dollars (\$2,000) per incident and Augusta may declare it an event of default.

3.10 Collection Service Frequency

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

3.11 Collection Days

Collection days will be coordinated with Augusta to minimize the impact to the Customers.

3.12 Hours of Collection

Generally, the Contractor will establish hours of service. However, in residential areas, services shall not commence prior to 7:00 a.m. and shall be completed prior to 7:00 p.m. There will be facilities, which may not be accessible at all hours, and the Contractor shall plan to provide services, which accommodate Augusta.

3.13 Holiday Collection

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

3.14 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 decide 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.

3.15 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.

3.15.1 Adverse Weather

If the impassability of the street or alley due to extreme weather conditions is 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.

3.15.2 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.

3.15.3 Materials Blocking the Street or Alley

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall immediately notify Augusta. Augusta will attempt to locate the individual responsible for the material and have them remove it. However, if the responsible party cannot be located immediately and Augusta determines that the amount of material is too large for the Contractor to move or to collect, Augusta will remove the material blocking the street or alley and the Contractor shall provide collection service as scheduled at no extra charge to Augusta. If Augusta determines that the Contractor should collect the material, the

Contractor shall remove the material and provide collection service as scheduled at no extra charge to Augusta.

3.15.4 Illegally Parked Vehicles

If an illegally parked vehicle blocks a street or alley, the Contractor must inform Augusta of the situation and request removal of the vehicle. Removal of the vehicle usually occurs in a matter of hours, thus collection must be provided on the scheduled day. If the vehicle is not removed by the end of the collection day and there is no other access to the Containers, the Contractor shall, upon notification to and approval by Augusta, provide collection at start of shift on the following day.

The Contractor is responsible for follow-up with Augusta until the vehicle is removed and shall inform Augusta when the vehicle is removed.

SECTION 4 – CONTAINERS

4.1 Provision & Maintenance of Front-Load Containers and Recycling Containers

A Container shall be a metal receptacle used to accumulate and store Waste and Recycling for Customers under this agreement, until the Contractor can collect the materials and remove them from the Customer.

4.1.1 Front-Load Container minimum specifications

All containers shall meet the following specifications for use under this Agreement.

- a. Container bodies shall be constructed of metal.
- b. Container must be watertight.
- c. Container lids shall be constructed of plastic.
- d. Container lids shall facilitate water run-off.
- e. Containers for Waste shall all be painted a uniform color with uniform graphics.
- f. Containers for Recycling shall be uniquely marked to identify they are for recycling only as well as being a uniform color with a uniform graphic.
- g. With the exception of 2-yard containers, all others shall be slope front type, to allow for easy filling.
- h. Dock type containers (if requested by Augusta) shall have an operational side door.
- i. Contractor shall make locking mechanisms available to Augusta upon request, to prevent unauthorized use.
- j. Sizes of the containers shall be 2, 4, 6, and 8 yards.
- k. Contractor shall make casters available to Augusta upon request, for 2 yard containers. Casters shall be serviced and maintained to roll smoothly.

4.1.2 Carts

Augusta may choose to utilize 96-gallon carts for collection of Waste and Recycling at some locations. Such locations will be provided in writing to the Contractor. The carts will be provided and maintained by Augusta.

4.1.3 Container repairs

When a container is required to have service, a replacement dumpster shall be exchanged for the one needing repairs. When it is identified that a Container needs repairs, the Contractor shall have 48 hours to remove and replace the Container, unless it is a safety concern and then the container shall be removed and replaced immediately. Examples of times when repairs are needed are;

- a. Container or its contents has caught on fire.
- b. Container is no longer watertight.
- c. Container lids do not function as designed or allow water into the container.
- d. Casters, if requested do not freely roll.
- e. Locking mechanism, if requested, does not operate properly
- f. Others as requested by Augusta

SECTION 5- EQUIPMENT/FACILITIES

5.1 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. All collection vehicles shall have on-board computer technology compatible with Augusta AMCS Platform or alternate technology acceptable to Augusta. Augusta will be open to working with the awarded contractor to evaluate and use alternate technology. The Contractor shall provide and use only such equipment, material, and facilities as are capable of performing quality and timely services required by this Agreement. The fleet shall be sufficient to handle the special requirements of adverse weather and holiday overloads. The Contractor's collection vehicles shall be maintained by the Contractor, kept clean, neat, kept in good repair and working order. The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment may be required to continue performance of the services.

5.1.1 Vehicle Specifications

- a. All collection vehicles shall have enclosed bodies.
- b. The Contractor may use new or used equipment so long as the equipment is capable of performing the required services in accordance with this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of six (6) years.
- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- f. All collection vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 1. Progressive ambient noise back-up alarm.
 2. Back-up camera with monitor visible from any driving position.
 3. A 10 pound fire extinguisher.
 4. A 25 person first aid kit.
 5. Minimum of three safety marking devices (flares, or reflective triangles).
 6. Rear-mounted strobe light(s) activated while collecting materials.
 7. A spill kit with a minimum size of 10 gallons to handle operational spills.

- g. All supervisors' vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
 - 1. A 10 pound fire extinguisher.
 - 2. A 25 person first aid kit.
 - 3. Minimum of three safety marking devices (flares, or reflective triangles).
 - 4. A spill kit with a minimum size of 10 gallons to handle operational spills.
- h. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
- i. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, Augusta's codes, ordinances, and rules.
- j. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.
- k. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, IFTA stickers, etc. These permits shall be timely obtained.
- l. Prior to the Starting Date, and annually thereafter, the Contractor shall have a D.O.T. inspection performed on all vehicles operating under this Contract by a competent third party firm to perform such inspections. Copies of said inspection shall be supplied to Augusta within 30 days of the inspection taking place. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
- m. Augusta shall have the right to inspect all vehicles used in performing this Contract. Augusta shall have the right to do random spot inspections as it deems reasonably necessary. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.

5.2 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.

5.3 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.

5.4 Damages

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

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

5.5 Vehicle Leaks & Spills

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

5.5.1 Removal from Service/Spill Cleanup

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

5.5.2 Damages

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

a. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Clean up Damages in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

b. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills the Contractor shall, in addition to the Environmental Impact and Clean up Damages described above, be subject to the following Damages:

(i) One thousand dollars (\$1,000.00) for each leak or spill during any one (1) month period in which there were three (3) or more leaks or spills;

5.6 Vehicle Identification and Presentation

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

5.7 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 6- DISPOSAL SITES

6.1 Ownership of Solid Waste Materials

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

6.2 Designated Disposal and Recycling Facilities

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Waste as directed by the Designated Disposal Facility, and delivery of Recycling as directed by the Designated Recycling Facility. A copy of the current policies and procedures for the Designated Disposal Facility and Designated Recycling Facility will be provided to the Contractor by Augusta and are subject to modification from time to time.

6.2.1 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.

6.2.2 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.

6.2.3 Damages

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

6.3 Additional Non-Contract Waste

The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenues for both the Contractor and Augusta.

SECTION 7 - CUSTOMER SERVICE

7.1 Requests for Service

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor, the Customer Care Center will prepare a Request for Service form and send such forms electronically to both the Contractor and the Environmental Services Department representative responsible for monitoring the Contractor's services under this Contract. The Contractor shall provide a computer system that is compliant with Section 7.2 below. In the event that the Contractor receives any telephone calls from Customers, other than in response to follow-up property damage calls as described in Section 8.3, the Contractor shall refer such calls to Augusta.

7.1.1 Receipt of Requests for Service

Once a Request for Service has been sent by Augusta, it shall be considered as received by the Contractor, therefore the Contractor shall ensure that its system for receipt of Requests for Service is operational at all times and monitored, at a minimum, at all times during the office hours set forth in Section 8.1 and any other time as necessary for the Contractor to comply with the requirements of this Agreement.

7.1.2 Completion of Service Request

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

7.2 Computer Hardware and Software Requirements

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software. The Contractor must have the Microsoft suite of products which minimally includes Word, Excel, and Outlook. The Contractor shall use Augusta AMCS Platform or alternate platform acceptable to Augusta for Customer Service applications.

SECTION 8 - PERSONNEL AND SAFETY

8.1 Contact with Contractor

8.1.1 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.

8.1.2 District Manager

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

8.1.3 Office Hours and Contact Personnel

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

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

8.1.4 Augusta Contact Persons

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

8.1.5 Communication Devices

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

8.2 Employees: Character of Workers

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

8.2.1 Drug-Free Workplace

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.

8.2.2 Uniforms

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

8.2.3 Driver Credentials

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

8.2.4 Contract Employees

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

8.2.5 Removal of Contractor Employee

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

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

8.3 Property Damage/Accidents

8.3.1 Property Damage

As between Augusta and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the

negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

- a. Immediately notify Augusta Customer Care Center and Environmental Services 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.

8.3.2 Claims Resolution

The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, Augusta may investigate. If Augusta believes that the Contractor is responsible and the Contractor continues to deny responsibility, Augusta may pursue, and the Contractor shall be obligated to the dispute settlement procedures as described in Section 19.15.

8.3.3 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.

8.3.4 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.

8.4 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.

8.4.1 Damages

As stated above, 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.

8.5 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.

8.6 Communication Plan

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

SECTION 9 - REPORTING REQUIREMENTS

9.1 Daily Communication/Reports

In addition to communications requirements described throughout this Contract, the Contractor shall be responsible for providing, at a minimum, the following information and reports to Augusta on a daily basis:

1. Listing of missed collections, or other problems remaining unresolved from the previous day and how they will effect today's operations.
2. Listing of all locations that were not collected which could include locations that were not out or available for service, services which were blocked, routes which did not get completed, or non-collected Solid Waste due to contract limits being exceeded.
3. Responses to Requests for Service.
4. Waste and Recycling Container repair needs identified by the Contractor.
5. Waste and Recycling Container repairs completed.
6. Listing of all property damage claims made, status of claim and pending resolution.
7. Listing of all route audit variations, exceptions, or suggestions.
8. Other information as requested by Augusta.

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

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

9.2 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.

9.2.1 Auditing

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

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

9.2.2 Financial Condition

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

The Contractor shall, upon Augusta's request, provide to Augusta the Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

9.3 Reliability of Reports

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

9.4 Observation and Inspection

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

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

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

9.5 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.

SECTION 10 - COMPENSATION

10.1 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

The listed unit price shall be adjusted three percent (3%) annually beginning January 1, 2028 in accordance with Section 10.3.

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

10.2 Number of Collection Points

Augusta shall pay the Contractor monthly for all services rendered as defined by this Contract. Payment shall be based on the actual number of containers serviced each month. If a container is delivered into service, the fee shall be prorated from the first day of service provided by the contractor to that container. If a container is removed from service, the fee shall be prorated from the last service provided by the contractor in the month.

10.3 Inflation Factor - CPI Adjustment

The Contractor shall be entitled three percent (3%) yearly cost escalation adjustment (unit fee 3% annual increase) starting January 1, 2028.

10.4 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.

10.5 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.

10.6 Contingent fees

There shall be no contingent fees allowed under this contract.

10.7 Georgia Prompt Pay Act

The terms of this contract supersede any and all provisions of the Georgia Prompt Pay Act.

SECTION 11 - INSURANCE AND PERFORMANCE SURETY

11.1 Coverage's

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

11.2 Insurance Limits

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

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

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

11.3 Certificate of Insurance

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

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

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

c. **The certificates shall also include Augusta as an additional insured.**

11.4 Special Requirements

The following special conditions shall apply to the insurance coverage:

- a. Augusta is to be included as an additional insured on both the commercial general liability and business auto liability policies. The Contractor providing the automobile liability coverage must include all vehicles owned, leased, hired, non-owned, and the employee non-owned vehicles Personal Injury Protection (when applicable).
- b. **Commercial General Liability.** The Commercial General Liability required coverage is ISO CG0001 or a substitute form providing equivalent coverage. Coverage must include:
- Premises and Operations
 - Personal Injury/Advertising Liability
 - Products/ Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors
- c. **Pollution Liability.** Contractors shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract
- d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to Augusta 30 days prior to an expiration date.
- e. There shall also be a 30-day notification to Augusta in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required in Section 11.2. Certificates of insurance meeting the required insurance provisions shall be forwarded to Augusta. **Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.**
- f. It is agreed that the Contractor will be responsible for notifying Augusta of any material changes in a policy.
- g. It shall be the Contractor's responsibility to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.
- h. All Certificates of Insurances shall be furnished on an ACORD form or

equivalent as require by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

11.5 Surety

11.5.1 Performance Bond

A performance bond and payment bond will be provided to Augusta prior of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A or better by A.M Best's Rating Service in an amount equal to 100% of the Contract's value. With each submittal of a bond, the Contractor shall furnish a current copy of the A.M Best's rating for the surety company providing the bonds.

For the first year the bond amount shall be a predetermined amount of \$400,000.

For each subsequent year, use the amount of the prior year's actual payments received from January 1st through December 31st to establish the surety amount, in a form acceptable to Augusta, to ensure the performance of the Contractor. Updated bonds shall be received by Augusta no later than January 31, for each subsequent year of the contract. The form and amount of this surety bond shall be reviewed annually and updated as may be required by Augusta upon 30 days written notice to the Contractor.

SECTION 12 - REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties

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

- a. 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.
- b. Authority.
 1. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.
 2. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
- c. Government Authorizations and Consents. The Contractor has or will obtain prior to the Effective Date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- d. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affect its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
- e. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
- f. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes, permits and laws. The Contractor affirms that 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 13 – INDEMNITY

3.1 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 14- DEFAULT AND TERMINATION

14.1 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 15 - COMMITMENT OF EQUIPMENT

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 5 for use in the performance of this Contract (called "such property") shall be available for use in collecting Refuse, Waste or Recycling. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow Augusta to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt Augusta from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of Augusta's interim usage; and
 - d. Forbare any foreclosure, trustees' sale or other dispossession of the Contractor's interest in such property without giving both Augusta and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections a, b, and c of this section.
3. To assure compliance with this Section, the Contractor shall submit to Augusta for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. Augusta's approval shall not be unreasonably withheld.

SECTION 16 - 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 od living of the neighborhood.

SECTION 17 - DRUG AND ALCOHOL FREE WORKPLACE

17.1 Drug and Alcohol Free Workplace

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

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

SECTION 18 - GENERAL PROVISIONS

18.1 Taxes

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

18.2 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.

18.3 Non-Assignment; Subcontracting; Delegation of Duties

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

(ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for collection with Augusta for any portion of Augusta outside the Contractor's current Designated Collection Area.

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

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

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

18.4 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;

a. The ownership of or ability to direct the voting of, as the case may be fifty

one (51%) or more of the equity interest, value or voting power of the Contractor; or

- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 Headings

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

18.10 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.

18.11 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.

18.12 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.

18.13 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.

18.14 Notices

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

For Augusta:

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

Director of Engineering & Environmental Services
452 Walker Street, Suite 110
Telephone: 706-592-3206

For the Contractor:

Name
Title
Address
County, State Zip Telephone & Email:

18.15 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.

18.16 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.

18.17 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.

18.18 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.

18.19 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

18.20 Open Records Act

The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County's possession.

Upon execution of this Agreement, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open Records Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. Contractor shall provide County with copies of all records proposed for

production prior to responding to such requests. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom.

Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor's complete compliance with the provisions of this section shall be performed at no cost to County. Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damage and harm caused to County by such production, then Contractor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

18.21 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.

18.22 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.

18.23 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.

18.24 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.

18.25 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.

18.26 Interests 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.

18.27 Force Majeure

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

18.28 *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 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), 1 U.S.C. 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.

"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:

Clerk of Commission

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

Contractor: _____

By: _____

As its: _____

Sworn to and subscribed before me on this _____ day of _____, 2026_____

Notary Public

My Commission Expires: _____

EXHIBIT A

Frontload Waste Collection & Disposal Contract

FEE SCHEDULE

Waste Type	Collection & Disposal Frequency								
	Container Size	1/week	2/week	3/week	4/week	5/week	6/week	7/week	Unscheduled
Trash	2 yd								
	4 yd								
	6 yd								
	8 yd								
Recycling	2 yd								
	4 yd								
	6 yd								
	8 yd								
Accessories	Casters								
	Locking Device								

Notes: Pricing for collection frequencies per wee area shall be monthly.

Pricing for Unscheduled collection shall be per on-time collection.

Rollout Monthly Pricing				
	1x per week	2x per week	3x per week	4x per week
Single 96-gal cart				
Price per additional cart				

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.