

**City of Brookhaven Residential and Commercial Solid  
Waste Collection, Disposal, and Recycling**

**Request for Proposal  
RFP 13-03**



Issued April 26, 2013

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### **ATTACHMENT A**

Sample Agreement for Solid Waste Collection Service and Recycling Program

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Legal description – Corporate Limits – City of Brookhaven, Dekalb County, Georgia

**Request for Proposals  
Solid Waste Collection and Recycling Program**

**Section 1.0 – Introduction/Overview**

1.1 Purpose/Objective

The City of Brookhaven (hereinafter, “City”) has issued this Request for Proposals (hereinafter, “RFP”) for the sole purpose and intent of obtaining proposals from interested and qualified Contractors to provide Solid Waste and Yard Waste Collection and a Recycling Program City-wide. In addition, we are requesting proposals for a pilot program of five hundred (500) homes for solid waste and yard waste collection and recycling collection for a one hundred and twenty (120) day period, in a geographic area to be determined at a later date. Contractors may, at their option, submit offers in response to any or all of these needs. Any City-wide program would be contingent upon successful completion of the pilot program

1.2 Background

The City currently has an intergovernmental agreement with DeKalb County for residential garbage, residential recycling, commercial garbage and commercial recycling. The City is soliciting bids for private collection of residential and commercial solid waste, recycling, and yard waste. In addition, the City is seeking bids for a pilot program of 500 homes in a geographic area to be determined at a later date. See Attachment C for the total number of homes and commercial businesses with varying frequencies. The City’s customers are currently billed annually on their property tax bill.

1.3 Inquiries

Direct questions related to this RFP must be submitted in writing, via email (preferable) to Brad Middlebrook, Purchasing Manager at [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov), or via standard mail at City of Brookhaven, Attention: Brad Middlebrook, Purchasing Manager, 200 Ashford Center North, Suite 150, Dunwoody, GA 30338. Please include the RFP number, page, and paragraph number for each question in order to ensure that questions asked are responded to correctly. Contractors must clearly understand that the only official answer or position of the City will be the one stated in writing.

1.4 Method of Source Selection

The City is using the Competitive Sealed Proposals method of source selection, for this procurement.

An award, if made, will be made to the responsible Contractor whose proposal is most advantageous to the City, taking into consideration the

factors set forth in this RFP. The City may, as is deemed necessary, conduct discussions with responsible Contractor that have been determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.5 Minimum Criteria Used to Determine “Responsibility” of Each Contractor

- Can the Contractor respond to customer service requests in a timely manner? Include a description of your customer service program in detail and communication procedures with the City. If you were awarded the Contract, include a description of your transition process.
- Does the Contractor have the ability, capacity, skill, and financial resources to provide the requested service? Include the most recent financial information and provide resumes for the primary City contacts and detail the experience level for the City’s primary contact point. Include information concerning your truck fleet such as age, make, preventative maintenance program, and type of equipment. Does your proposal include rear load or side load automation?
- Does the Contractor demonstrate an exceptional disposal environmental record? Include any environmental violations from the State and provide information concerning the disposal sites that you will use to perform the responsibilities of the Contract.
- Can the Contractor take upon itself the responsibilities set forth in the RFP and produce the required outcomes in this RFP? Include ideas and plans how your proposal will benefit the City the most.
- Does the Contractor have the character, integrity, reputation, judgment, experience, and efficiency required by the contract? Include a description of your billing procedures to the City.
- Has the Contractor performed satisfactorily in previous contracts of similar size and scope? Include a listing of contracts similar in size and scope with the City’s name, address, contact point, fax number, and phone number.
- Contractor’s plan for transitioning residential and commercial service from the current service provider.
- Contractor’s plan for implementing a Pilot Program of five hundred (500) homes for solid waste and yard waste collection and recycling collection for a one hundred and twenty (120) day period, in a geographic area to be determined at a later date.

## 1.6 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Notice Issued	04/26/13
Last Date for Receipt of Questions	05/16/13
Addendum Issued for Pre-Proposal Questions	05/17/13
<b>Proposal Close Date *** 2PM Deadline ***</b>	<b>05/24/13</b>
Evaluation of Proposals (Presentations, if Required)	06/07/13
Projected Award/Contract Execution (Council Meeting)	06/25/13
Projected Contract Start Date	01/01/14

## **Section 2.0 – General Description of Required Performance Outcomes**

At a minimum, the contractor must achieve and maintain the performance outcomes listed below, and consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Contractors may also propose additional performance outcomes beyond those minimally required.

### 2.1 Scope of Work

Service(s) to be provided include residential and commercial solid waste and recycling collection, and residential yard trash collection.

The City is requesting proposals for the following Residential Service Levels:

- 1) Twice (2) per week solid waste and one (1) per week recycles and one (1) per week yard waste collection.
- 2) One (1) per week solid waste and one (1) per week recycles and one (1) per week yard waste collection.
- 3) Pilot program of five hundred (500) homes for solid waste collection and recycling for a one hundred and twenty (120) day period, in a geographic area to be determined at a later date. The pilot Program options should be for both (1) and (2) directly above (once and twice weekly solid waste collection.)

In addition, the City is requesting proposals for Commercial Solid Waste and Recycling Collection Services.

The proposal should specifically include plans for residential and commercial customer service problem resolution to include, but not limited to:

- 1) What type of contact method; i.e.: phone, email, mobile application, etc. will the company provide to report service issues?

2) What will be the timeframe to resolve the issue?

The City will direct all calls regarding complaints and/or questions to the Contractor.

The recycling program should include but not be limited to the list of items provided in Attachment B. All Contractors should include a list of accepted recyclable items for the residential recycling program. It is the desire of the City to implement a Recycling Rewards Program for residential recycling at no additional cost to the residents or to the city. The Contractor shall include a description and details of their rewards program in their proposal.

All solid waste shall be disposed of in a designated, fully permitted, Subtitle D Municipal Solid Waste landfill. The Contractor shall be responsible for any additional disposal cost associated with the processing of yard waste, white goods, and recycling.

Contractor is not expected to invoice residents for service as the City intends on adding this fee to the annual tax bill. Consequently during the initial year of the contract, the city may find it necessary to delay payment to Contractor until such revenue is received from annual tax bill in the 4<sup>th</sup> Quarter of the calendar year. During subsequent terms the city expects to pay monthly for service rendered. Contractor shall bill and collect all fees in regards to commercial properties. A tonnage report will be required each month by the Contractor, and shall include the following: residential, commercial, industrial and recycling categories.

Due to being granted an exclusive contract, the successful Contractor shall bill, collect and pay the City franchise fees equal to 6% of the total commercial and industrial solid waste gross revenues on a calendar quarterly basis and pay the City 3% of the total residential gross revenues on a calendar quarterly basis. All pricing should reflect the above-referenced franchise fees. The franchise fee stipulated above are minimums and the city will consider higher fees and/or annual or lump sum payments.

All city properties and buildings shall be serviced for all Solid Waste and Recycling Collection by Contractor at no cost.

The contractor will, within five (5) days of notification of the City, provide collection services of the same frequency and quality otherwise required of this contractor to newly developed and or newly annexed areas. As new residential units are constructed and occupied within the City, the Contractor shall, after proper notification by the City, provide all

services as required by the Agreement on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

2.2 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and rate adjustment plans including CPI and fuel adjustment plans. Offerer can include ideas or options to the City as long as they are listed separately. Contractors must indicate in RFP if using new or used trucks, carts, bins, dumpsters, open tops, and compactors.

Using the below matrix, the Contractor must include a Monthly Rate for residential solid waste service, including recycling, landscape material, and bulky waste using Contractor owned 95 gallon roll-carts,

Residents shall be given the option to choose a recycling container that meets their needs. Available sizes shall be 95 or 65 gallon rolling carts or 18 gallon bins.

Yard waste pick shall be provided using resident provided biodegradable yard waste bags as well as stacked, tied, bundled yard waste no more than four (4) feet in length or 50 pounds in weight (see sample contract for details

Service Level		Monthly Rate (\$ Per Residential Unit)
1	City wide: Twice (2) per Week Solid Waste, One(1) per Week Recycle, One(1) per week Yard Waste	
2	City wide: One (1) per Week Solid Waste, One(1) per Week Recycle, One(1) per week Yard Waste	
3A	Pilot: Twice (2) per Week Solid Waste, One(1) per Week Recycle, One(1) per week Yard Waste	
3B	Pilot: One (1) per Week Solid Waste, One(1) per Week Recycle, One(1) per week Yard Waste	

Commercial Front End Load Service

Using the below matrix for Front-End Load garbage dumpsters, provide the rates as indicated below based on size and frequency. In addition, add the extra pick up charges

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
2 Yard						
4 Yard						
6 Yard						
8 Yard						

Using the below matrix for Front-End Load recycling dumpsters, provide the rates as indicated below based on frequency.

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
8 Yard						

Using the below matrix for temporary roll-off service, provide the rates as indicated below based on size.

Service	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20 Yard				
30 Yard				
40 Yard				

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Using the below matrix for permanent roll off service such as compactors, provide the rates based on size.

Service	Monthly Rent	Haul Charge	Disposal Charge
30 Yard			
35 Yard			
40 Yard			

### **Section 3.0 – Contractor’s Responsibilities**

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.



## **Section 4.0 – Terms and Conditions of Contract for Services**

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached “Sample Contract for Solid Waste Collection Service and Recycling Program” (Attachment A).

## **Section 5.0 – Instructions for Proposal**

### 5.1 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

### 5.2 Acknowledgement of Insurance Requirements

By signing its proposal, the Contractor acknowledges that it has read and understands the insurance requirements for the proposal. The Contractor also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Contractor’s proposal. See Attachment A for insurance requirements.

### 5.3 Delivery of Proposals

All proposals are to be sealed and delivered before 2:00 p.m. Eastern Standard Time (EST), on May 24, 2013 to:

City of Brookhaven  
Attn: Brad Middlebrook, RFP 13-03  
200 Ashford Center North, Suite 150  
Dunwoody, GA 30338

The City will not accept any proposals received after the date/time stated herein, and shall request Contractor to make arrangements to retrieve late proposals.

The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Contractor’s personnel or by the Contractor’s outside carrier.

Contractors must submit one (1) designated original, three (3) numbered exact copies of the proposal (total of 4), plus one (1) electronic copy, preferably on a flash drive. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names and proposed rates of Contractors will be read aloud.

List the Request for Proposal (RFP) number on the outside of the box or envelope and note “Proposal Enclosed”.

5.4 Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Contractors should exercise particular care in reviewing the proposal format required for this RFP.

The City Director of Finance shall then score all proposals based upon the evaluation factors detailed herein.

Upon completion of the scoring, the Director of Finance may recommend short-listing the proposals that are potentially acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Director of Finance may request presentations by Contractors, and carry out contract negotiations for the purpose of obtaining best and final offers.

The City of Brookhaven reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City of Brookhaven or a submission of a proposal to the City of Brookhaven offers no rights upon the Contractor nor obligates the City in any manner.

The City of Brookhaven reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Contractor from full compliance with the RFP specifications and other contract requirements if the Contractor is awarded the contract.

5.5 Ambiguity, Conflict, or Other Errors in the RFP

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the Director of Finance of such error in writing and request modification or clarification of the document. The Director of Finance will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Director of Finance.

The Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

- 5.6 Proposals and Presentation Costs  
The City will not be liable in any way for any costs incurred by any Contractor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.
- 5.7 Rejection of Proposals  
The City of Brookhaven reserves the right to accept or reject in whole or in part any or all proposals submitted. The City of Brookhaven shall reject the proposal of any Contractor that is determined to be non-responsive. The unreasonable failure of a Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
- 5.8 Acceptance of Proposals  
The City of Brookhaven shall accept all proposals that are submitted properly. However, the City of Brookhaven reserves the right to request clarifications or corrections to proposals.
- 5.9 Requests for Clarification of Proposals  
Requests by the City of Brookhaven for clarification of proposals shall be in writing. Said requests shall not alter the Contractor's pricing information contained in its proposal.
- 5.10 Validity of Proposals  
All proposals shall be valid for a period of ninety (90) days from the submission date.
- 5.11 Response Format  
Proposals should be prepared simply and economically, providing a straightforward concise description of the Contractor's approach and ability to meet the City's needs, as stated in the RFP.

**ATTACHMENT A**

**SAMPLE CONTRACT FOR  
SOLID WASTE COLLECTION SERVICE  
AND RECYCLING PROGRAM**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Brookhaven, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and \_\_\_\_\_ or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

**WHEREAS**, it is necessary for City to promote, preserve and protect the public health of its citizens; and

**WHEREAS**, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

**WHEREAS**, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

**WHEREAS**, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Commercial and Residential Solid Waste and Recycling generated within the City, and

**WHEREAS**, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

**WHEREAS**, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Premises in the incorporated area of the City shall receive solid waste collection, recycling, and disposal services provided by Contractor, and

**WHEREAS**, City agrees to bill and collect the fees from the Residents and Commercial Customers for Contractor's residential and commercial services to the City and the City agrees to pay for such services.

**THEREFORE**, City and Contractor agree as follows:

## **Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Bulk Items**: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 90 gallon rollout cart.
- 1.2 **Cart**: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 **C & D Materials**: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 **Commercial Premises**: All non-Residential Premises, public or private, requiring solid waste collection within the unincorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- 1.5 **Commercial Hand-load Customer**: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 **Commercial Solid Waste**: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.7 **City**: City of Brookhaven, Georgia.
- 1.8 **Curbside**: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.9 **Agreement**: This contract agreement, including exhibits and any amendments thereto, agreed to by the County and the Contractor during the term of the Agreement.
- 1.10 **Contractor**: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.
- 1.11 **Garbage**: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Trash: Leaves, brush, grass clippings; shrubs and tree prunings and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

## **Section 2.0 – Scope of Work**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Commercial and Residential Solid Waste and Recycling generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

## **Section 3.0 – Collection**

### **3.1 Service Provided:**

- A. Contractor shall collect Garbage from each Residential Premises \_\_\_\_\_ time(s) per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Garbage

and Rubbish not placed in a Cart or any Cart not in the proper location at Curbside.

- B. Contractor shall collect Yard Trash from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall cut tree limbs, logs and brush into pieces no more than four (4') feet in length or fifty (50) pounds in weight. Leaves, grass clippings, tree and shrubbery clippings and other small pieces shall be placed in a paperbiodegradable bags or emptied cardboard boxes that do not exceed 20-40 gallons in size or 20-40 gallon containers that are clean and have not been exposed to loose household refuse. Each bag or container shall weigh no more than 50 pounds. Christmas trees will be collected along with the yard trash during the first two weeks of every January. All lights and decorations must be fully removed from the Christmas trees prior to collection. The occupant of the Residential Premises shall place Yard Trash at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Yard Trash not properly prepared or containerized or not in the proper location at Curbside.
  
- C. Contractor shall collect Recyclable Materials from each Residential Premises one (1) time per week at curbside. The Occupant of the Residential Premises shall place only Recyclable Materials in a Contractor owned cart or bin. Residents shall be given the option to choose a recycling container that meets their needs. Available sizes shall be 95 or 65 gallon rolling carts or 18 gallon bins. The resident and shall place the Recycling Bin at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Recyclable Materials not placed in a Recycling Bin or not placed in the proper location at Curbside.
  
- D. Occupants of Residential Premises may request more frequent service or special services at a price to be agreed upon by the occupant and Contractor and paid by the occupant.
  
- E. Contractor shall collect Garbage, Recycling, and C & D Waste for all Commercial Premises with Contractor owned front end load dumpsters or roll off containers on a frequency to match Commercial Customer's needs.

### 3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment every Residential and Commercial Premises for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay Contractor for each additional Container and service at the applicable rate of compensation.

### 3.2 Elderly and Disabled

Contractor shall provide sidedoor pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (3%) of the total Residential Premises. Contractor shall provide sidedoor Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will sidedoor or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side door or back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

### 3.3 Location of Containers for Collection

3.3.1 The Roll-Out Container shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The Front end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such



surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick ups. Overloading is the responsibility of the producer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the producer. Offloading will be the responsibility of the producer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will be the responsibility of the producer.

#### **Section 4.0 – Routes and Hours of Collection Operation**

##### 4.1 Hours of Operation

Collection of Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM on the same day.

##### 4.2 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

##### 4.3 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day  
Thanksgiving Day  
Christmas Day

Contract may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

##### 4.4 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential and Commercial Premises located on publicly-owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly-owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 12 of this Contract.

**Section 5.0 – Compensation**

5.1 Rate Adjustments Due to Significant Changes

The rates set forth in Attachment "A" shall be fixed for the initial first year term of this Agreement, and shall only be adjusted to compensate Contractor for:

- A. any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- B. Extraordinary fuel rate increases

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute, with the City, if any, until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 City to Act as Collector  
*Refer to RFP.*

5.5 Delinquent and Closed Accounts  
The Contractor shall discontinue refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.6 Contractor Billings to City  
The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Residential and Commercial Premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

**Section 6.0 – Non-Discrimination**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

**Section 7.0 - Indemnity**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and

against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

**Section 8.0 – Force Majeure**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

**Section 9.0 – Licenses and Taxes**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

**Section 10.0 - Term**

The term of this Agreement shall begin on the \_\_\_\_\_, 2014 and continue for three years with one (1) year renewable periods not to exceed six (6) years. .

**Section 11.0 - Reports**

Contractor shall provide various reports to the City as may be required from time to time.

**Section 12.0 – Insurance**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation nor material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

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

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

**Section 13.0 – Bond**

13.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

13.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**Section 14.0 – Compliance with Law**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

### **Section 15.0 Assignment**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

### **Section 16.0 – Exclusive Contract**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City of Brookhaven. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection and disposal service to all Residential and Commercial Premises in the incorporated area of the City of Brookhaven for the initial and subsequent terms of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

### **Section 17.0 - Ownership**

Title to the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

### **Section 18.0 – Termination and Attorney Fees**

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Contract.

#### 18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching

party agrees to pay all costs expended by the other party, including reasonable attorney fees.

**Section 19.0 – Miscellaneous Provisions**

19.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the \_\_\_\_\_ City Council adopted in open meeting and of record in its official minutes.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

City of Brookhaven

Successful Offeror

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\*This is a sample Agreement not to be referred to as the final agreement as some items with the Agreement are negotiable with the Contract as per the RFP process.



**Attachment B**  
**List of Minimum Recyclables**

**NEWSPAPER**

Newspapers & Inserts

**CARDBOARD**

Cardboard Boxes

Pizza Boxes

**KRAFT PAPER**

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

**PAPERBOARD**

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

**MAGAZINES**

Magazines

Shopping Catalogues

**JUNK MAIL**

Discarded Mail

Greeting Cards

Envelopes

**MIXED PAPER**

Calendars

School Papers

Carbonless Forms-Paper

**OTHER PAPER**

Computer Paper

Old Phone Directories

Paperback Books

**ALUMINUM**

Aluminum Beverage Containers

Aluminum Baking Tins

Aluminum Food Containers

**STEEL/METAL/TIN**

Steel/Metal/Tin Food Containers

Clean Metallic Lids

**GLASS**

Clear, Brown, Green, and Blue Glass Bottles & Jars

**PLASTIC**

Plastic containers with recycle symbols 1-7  
Plastic Soda & Water Bottles  
Milk Jugs  
Plastic Detergent, shampoo and soap Bottles  
Styrofoam

## **ATTACHMENT C**

The City has an estimated residential customer base of approximately **13,200** homes for garbage, recycling, and yard waste service and a commercial/industrial customer base of approximately **1,100** businesses with varying frequencies. These are estimates and actual numbers will need to be verified by offeror

## **ATTACHMENT D**

**Legal description**  
**Corporate Limits**  
**City of Brookhaven**  
**Dekalb County, Georgia**

Commence at a point on the land lot line common to Land Lot 6 of the 17th District of Fulton County, Georgia and Land Lot 154 of the 18th District of DeKalb County, Georgia, where said land lot line intersects with the northerly right-of-way line of the Northeast Expressway (inclusive of access roads) (a/k/a Interstate I-85); thence running north along the land lot lines dividing Fulton and DeKalb Counties following the easterly boundaries of the City of Atlanta and the City of Sandy Springs, respectively, (including any deviations from said land lot line to the extent that boundary of the City of Atlanta crosses into DeKalb County, Georgia as of the date of this description) to a point on the land lot line common to Land Lot 17 of the 17th District of Fulton County, Georgia, and Land Lot 329 of the 18th District of DeKalb County where said land lot line intersects with the southerly boundary of the City of Dunwoody, Georgia, and the southerly right-of-way line of the Perimeter Highway (a/k/a I-285); thence running northeasterly and easterly along said southerly right-of-way line following the southerly boundary of the City of Dunwoody, Georgia, to a point in Land Lot 345 of the 18th District of DeKalb County, Georgia, where said southerly right-of-way line and the southerly border of the City of Dunwoody, Georgia intersect with the westerly right-of-way line of Chamblee Dunwoody Road and the boundary of the City of Chamblee, Georgia; thence following said westerly right-of-way line running southerly following the westerly boundary of the City of Chamblee, Georgia to a point in Land Lot 308 of the 18th District of DeKalb County, Georgia, where said westerly right-of-way line intersects with the northerly right-of-way line of Harts Mill Road; thence running southwesterly, northwesterly and southwesterly along said right-of-way line following the boundary of the City of Chamblee, Georgia, to the point where said right-of-way line intersects with the land lot line common to Land Lots 306 and 307 in the 18th District of DeKalb County, Georgia; thence leaving said right-of-way line, following said land lot line south

along the westerly boundary of the City of Chamblee, Georgia, to a point where the land lot line common to Land Lots 277 and 278 of the 18th District of DeKalb County, Georgia, intersects with the northerly right-of-way line of Peachtree Road (f/k/a Peachtree Industrial Boulevard); thence leaving said land lot line running southwesterly along said northerly right-of-way line of Peachtree Road for a distance of 1250 feet, more or less to a point following the boundary of the City of Chamblee, Georgia, as described in Article 1, Section 2.6 of the Charter of the City of Chamblee, Georgia (1967 Annexation); thence leaving said northerly right-of-way line following the boundary of the City of Chamblee, Georgia, following the boundary being described in Article 1, Section 2.8 of the Charter of the City of Chamblee, Georgia (1978 Annexation), easterly to a point where said boundary intersects with the land lot line common to Land Lots 277 and 278 of the 18th District of DeKalb County; thence continuing along the boundary of the City of Chamblee, Georgia, southerly and easterly to the point where said boundary intersects with the right-of-way of 8th Street; thence running easterly along the right-of-way of 8th Street, following the boundary of the City of Chamblee, to the intersection of said right-of-way and the City of Chamblee boundary with the westerly right-of-way line of Clairmont Road; thence running due east across said right-of-way to the easterly right-of-way line of Clairmont Road; thence running southerly following the easterly right-of-way line of Clairmont Road to a point at the intersection of said easterly right-of-way line and the northerly right-of-way line of the Northeast Expressway (inclusive of access roads) (a/k/a Interstate I-85) in Land Lot 196 of the 18th District of DeKalb County, Georgia; thence following said northerly right-of-way line southwest to the POINT OF BEGINNING. All right-of-way and boundary descriptions shall be as of the date of the passage of this legislation. (From the City of Brookhaven Charter.)

**Note:**

**Please refer to [www.brookhavenga.gov](http://www.brookhavenga.gov) for a City Map in .pdf format as well as a copy of our Solid Waste Ordinance (Chapter 22.)**