

REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION RFP # 24-16



**HOUSTON COUNTY BOARD OF COMMISSIONERS
2018 KINGS CHAPEL ROAD
PERRY, GEORGIA 31069**

APRIL 1, 2024

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ATLANTIC COAST
CONSULTING, INC.

Request for Proposals

Solid Waste and Recyclable Materials Collection

Table of Contents

	<u>Page</u>
Introduction/Overview	2
Instructions to Qualified Contractors	4
1. Receipt and Opening of Proposals	4
2. Preparation of the Proposal	4
3. Proposal Security & Evidence of Insurance (Form of Proposal Bond)	6
4. Liquidated Damages for Failure to Enter Into the Contract	6
5. Security for Performance (Form of Performance Bond)	7
6. Description of Current Collection Services	8
7. Scope of Work	9
8. Conditions	9
9. Addenda and Explanations	10
10. Name, Address and Legal Status of Prospective Contractors	11
11. Disqualification of Contractors	12
12. Basis of the Proposal	12
13. Quantities	13
14. Method of Award	13
15. Proposal Format and Contents	15
16. Use of Containers	20
17. Sale of Recyclable Materials	22
18. Public Education	22
19. Customer Service Computer Hardware and Software Requirements	23
20. Collection Vehicles	23
Appendices	
Appendix A – Proposal Affidavit	
Appendix B – Proposal Bond	
Appendix C – Certificates and Affidavits	
Appendix D – Proposal Cost Form	
Appendix E – Project Reference Forms	
Appendix F – Contract Documents	

REQUEST FOR PROPOSALS

RFP # 24-16: SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION HOUSTON COUNTY BOARD OF COMMISSIONERS

Sealed proposals are invited and will be received by the Houston County Board of Commissioners for Solid Waste and Recyclable Materials Collection until 2:00 p.m. local time, May 16, 2024.

Proposals must be delivered to Vanessa Zimmerman, Houston County Purchasing Agent, 2018 Kings Chapel Road, Perry, Georgia, 31069, and be on file with the Board of Commissioners, no later than 2:00 p.m. local time on May 16, 2024. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Solid Waste and Recyclable Materials Collection".

Proposals must be made on the Proposal forms and in accordance with instructions to prospective Contractors furnished by the Public Works Department (the "Department"). Proposers shall submit one original and four copies of the proposal.

The defined terms appearing in the Contract Documents apply to the Contract Documents and the Request for Proposals. Copies of the Proposal Forms are attached hereto.

The Director of Operations will furnish one copy of the Request For Proposal and the Contract Documents to qualified Contractors. It is the goal of the County that Contractors should demonstrate a minimum of five (5) years of experience in collection of solid waste, recyclables, and yard waste.

A mandatory Pre-Proposal Conference has been scheduled for 2:00 p.m. local time on April 16, 2024 in Houston County Public Works Conference Room, 2018 Kings

Chapel Road, Perry, Georgia, 31069. All Contractors who wish to submit a proposal for this contract must have a representative present at the Pre-Proposal Conference.

Proposals will be publicly opened at 2:00 p.m., in a manner to avoid public disclosure of the contents. Only the names of the Proposers will be read aloud.

Bond attached to the Request for Proposals or a Surety Company's Standard Proposal Bond, duly executed by the Proposer as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Proposal amount for the first year of services.

IT WILL BE THE INTENT OF THIS CONTRACT TO MEET THE GOALS STATED IN THE GEORGIA LAW O.C.G.A. 12-8-21 REGARDING REDUCTION OF SOLID WASTE RECEIVED AT DISPOSAL FACILITIES.

The County reserves the right to reject any or all Proposals, to waive irregularities and or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the County. The selected Contractor will be awarded the Contract through an action of the County, approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

PROPOSALS WILL ONLY BE ACCEPTED FROM CONTRACTORS WHO ATTENDED THE PRE-PROPOSAL CONFERENCE.

INSTRUCTIONS TO QUALIFIED CONTRACTORS

1. RECEIPT AND OPENING OF PROPOSALS

The Houston County Board of Commissioners will receive Proposals on the forms attached hereto, all information on which must be appropriately filled in. Proposals will be received at Houston County Public Works at 2018 Kings Chapel Road, Perry, Georgia 31069 no later than 2:00 p.m. local time on May 16, 2024 at which time they will be publicly opened. Only the names of the Proposers will be read aloud. The envelopes containing the Proposals must be sealed and addressed to Vanessa Zimmerman, Houston County Purchasing Agent, 2018 Kings Chapel Road, Perry, Georgia, 31069 and plainly marked "Proposal for Solid Waste and Recyclable Materials Collection". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another separate envelope addressed as specified in the Proposal.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above will not be considered.

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the prospective Contractor in the form attached hereto. Additional copies of the Proposal Form may be obtained. All blank spaces in each Proposal form must be completed legibly and in full, in ink, or typewritten in both words and figures.

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

The Owner may accept proposals that are submitted properly and are not rejected for any reason. However, the Owner reserves the right to request clarifications or corrections to proposals.

If a unit price or a lump sum amount already entered by the prospective Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor (i.e., the person who signs the Proposal) in ink.

It is the goal of the County that contractors demonstrate a minimum of five (5) years' experience in collecting solid waste, recyclables and yard waste. Contractors must provide a minimum of three references with their proposal of similar or greater size service areas that has been serviced within the last 24 months.

Each Contractor shall provide a description of how services will be initiated under the Contract. Contractors shall provide a list with their proposal of the facilities and equipment that will be utilized for this contract. Contractors shall include a certification statement in their proposal that they have the personnel sufficient to execute the services of this contract.

Contractors shall demonstrate financial stability. Contractors must provide a statement of their financial stability with the proposal. Contractors shall include a copy of their annual audited financial report/annual report for the past two years.

3. PROPOSAL SECURITY & EVIDENCE OF INSURANCE (Form of Proposal Bond)

Each Proposal must be accompanied by a Proposal Bond duly executed by the Proposer as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the current U.S. Treasury Circular 570, in the amount of five percent of the Proposal amount for the first year of services.

Each Proposal must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in Section 12.00 of the Contract Documents.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the Commissioners vote to accept the contract.

The Contractor to whom the Contract has been awarded will be required to execute four (4) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the County and the selected Contractor) and to furnish Insurance Certificates and Performance Bonds, all as required. In case of their refusal or failure to do so within twenty (20) days after their receipt of formal notice of award, the contractor will be considered to have abandoned all their rights and interests in the award, the contractor's proposal security may be declared forfeited to the County as liquidated damages, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the County may elect. Such forfeited security shall be the sole remedy of the County.

5. SECURITY FOR PERFORMANCE (Form of Performance Bond)

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety, together with a certified and effectively dated copy of their power of attorney, attached thereto.

The successful contractor will be required to furnish an acceptable Performance Bond as security for the faithful performance of this contract. Said Performance Bond must be in an amount equal to the full contract price for a calendar year and therein annually renewed, over the total potential seven (7) year term of the Contract. Updated bonds shall be received by the County no later than July 1st of each subsequent year. The form and amount of this surety bond shall be reviewed annually and updated as may be required by the County upon 30 days written notice to the Contractor. The Surety on the bond shall be named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury.

Premium for the bonds 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 form of the bond is appended hereto as Exhibit B.

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

6. DESCRIPTION OF CURRENT COLLECTION SERVICES

Houston County has an Agreement with a private sector provider for the following services:

- Weekly, curbside collection of solid waste placed in 95 -96 gallon two wheeled carts provided by the Contractor and delivery of all solid waste collected to the Houston County SR 247 Klondike Municipal Solid Waste Facility located at 2080 HWY 247 S., Mile Marker 2, Kathleen, Georgia 31407.
- Weekly, separate curbside collection of yard waste and delivery of all yard waste collected to Houston County SR 247 Klondike Municipal Solid Waste Facility located at 2080 HWY 247 S., Mile Marker 2, Kathleen, Georgia 31407.
- Curbside collection of Recyclable Materials (currently consisting of newsprint, aluminum and bi metal cans, HDPE (#2) milk jugs and opaque water jugs, and PET (#1) soft drink containers) from at least eighteen (18) gallon bins provided by the Contractor twice per month.
- Weekly, separate curbside collection of bulky waste, including white goods.

The Current tipping fees at the Houston County SR 247 Klondike Municipal Solid Waste Facility for in County materials are as follows: MSW \$22.50 per ton C&D \$18.50 per Ton; Metals and Appliances \$18.00 per Ton; Yard Waste (Material not Ground) \$18.00 per Ton; Yard Waste (Material already ground) \$8.00 per Ton. Future rates are adjusted annually on July 1 of each year by the consumer price index for all urban consumers, U.S. City average for water, sewer and trash, not seasonally adjusted.

For the period from February 1, 2023 to February 29, 2024, 29,092 Tons of MSW and 2,240 Tons of Yard Waste were collected under this contract and delivered to the landfill. For that same period, 399 tons of recyclables were collected under this contract and delivered to the market. In February 2023 there were 19,923 Residential customers served by this contract. In February 2024, the number has increased to 20,050. There are currently 70 Code 4 - Special Service Customers that receive backdoor service. In February 2024, there were a total of 3,920 customers with two residential carts.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. See Articles 2 and 3 of the Contract for specific collection scope requirements.

8. CONDITIONS

Each prospective Contractor shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the Specifications.

It is also expected that the prospective Contractor will obtain information concerning the existing road conditions at locations that may affect this work.

The failure or omission of any prospective Contractor to receive or examine any form, instrument, addendum or other documents, or to acquaint themselves with existing conditions, shall in no way relieve the prospective Contractor any obligations with respect to their Proposal or to the Contract.

The County will make all such necessary documents that are in the County's possession available to the qualified Contractors.

The prospective Contractor shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the County.

Except with respect to events or conditions which are not discoverable, the Contractor's attention is directed to the fact that all applicable State laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contractor throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the County in writing, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each registered prospective Contractor. Every request for such explanation shall be in writing, addressed to Robert Brown, P.E., at Atlantic Coast Consulting, Inc. 11545 Wills Road, Suite 100, Alpharetta, GA 30009: (bids@atlcc.net; Phone No. 770-594-5998). Any verbal statements regarding same by any person previous to the award shall be unauthoritative and not binding.

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

The County reserves the right not to consider inquiries received less than ten (10) days before the date fixed for the submission and opening of Proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective address furnished for such purposes), not later than three (3) business days prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF PROSPECTIVE CONTRACTORS

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

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Contractor shall give full names of all partners. Partnership and individual Contractors will be required to state in the Proposal the names of all persons interested therein. The place of residence of each Contractor, or the office address in the case of a firm or company, with County and State and telephone number, must be given after their signature.

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

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

11. DISQUALIFICATIONS OF CONTRACTORS

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

- a. Evidence of collusion among Contractors. The successful Contractor will be required to provide a sworn oath to this effect meeting the requirements of O.C.G.A. 36-84-1(b).
- b. Default on a previous Municipal or County contract for failure to perform.
- c. Disqualifying business relationship with a member of the Board of Commissioners of Houston County. The Commission will be the judge of disqualification. Generally, any family relationship within the third degree of consanguinity or affinity and any substantial direct or indirect business connection between a Commissioner and the Contractor will be deemed disqualifying.
- d. Insufficient experience or capacity to complete as determined by the County Director of Operations.
- e. Bond or insurance deficiency.
- f. Equipment or project approach unacceptable to the County.
- g. Poor references on past work, in the sole opinion of the Board of Commissioners.
- h. Proposer fails to complete required proposal submittal in its entirety.
- i. Failure of proposer to meet any requirements of the RFP.

12. BASIS OF THE PROPOSAL

Proposals with respect to solid waste materials collection are solicited on the basis of the monthly rate for each residential unit collected one (1) time per

week for solid waste. Once per week yard waste collections and every other week recyclable materials collections will be by annual subscription only as selected by the customer. Bulky waste pickup is a scheduled service and limited to two items per week. Proposals will be compared on the basis of the summation of the rates proposed. Any alternative bid will only be considered if the prospective Contractor fully completed a base bid on the documents attached. The Alternative Bid shall be in a separate envelope marked clearly, "ALTERNATE BID".

13. QUANTITIES

The County estimates that the approximate number of Residential Units to be initially serviced under the Contract is 20,000 units located in unincorporated areas of the County. The estimates for the monthly services as presented in Appendix D are provided solely to allow comparison of proposals and in no way reflect or restrict the total services provided for the contract. With the growth potential, the number of Residential Units will likely increase and commercial accounts could be added to the scope of work in the future. Separate proposal cost forms are provided with the estimated quantities. Unit Price computations shall be based upon such estimates. The County makes no representation as to the reliability of its estimate for quantities.

14. METHOD OF AWARD

The County is using the Competitive Sealed Proposals method of Contractor selection, as authorized by State Law. Proposals will be evaluated using the criteria stated in the RFP. Once the evaluation is complete, all responsive Proposers will be ranked from most advantageous to least advantageous to the County, considering the evaluation factors stated in the RFP. Short-listing, interviews and site visits may be a part of this evaluation and ranking process. The County will then proceed towards execution of a contract with the highest

ranked Proposer. If a satisfactory contract cannot be agreed upon, negotiations may be conducted, in the sole discretion of the County, with the second, and then the third, and so on, ranked Proposers. If the County is unsuccessful in its first round of negotiations, it may reopen negotiations with any Proposer with whom it previously negotiated. The scope of the work may be changed during this negotiation process at the discretion of the County in an effort to reduce the cost and/or to benefit the project in any manner.

An award, if made, will be made to the responsible and responsive Proposer whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The proposals are to be based upon this RFP and the referenced documents that are attached and hereby made a part of this solicitation. The attached documents are included as Contract Documents. When these documents are reviewed with other referenced documents and information, the Proposer acknowledges they have been provided sufficient detail to understand and respond to the intent and Scope of Work to be provided by the Proposer to satisfactorily complete the solid waste and recyclable materials collection.

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

EVENT	DATE
Issuance of RFP Documents	04/01/2024
Pre-Proposal Conference (2:00 P.M., Local Time)	04/16/2024
Inquiry Period Ends	05/07/2024
Proposal Due (2:00 P.M., Local Time)	05/16/2024
Completion of Evaluation & Ranking of Proposals	05/31/2024
Notice of Award Date	06/05/2024
Contract Execution Target Date	07/01/2024
Beginning of Service	07/01/2025

A panel appointed by the County will evaluate proposals and negotiate a contract. Other agencies and consultants of the County may, at the sole discretion of the County, evaluate the proposals and/or Proposers. The factors to be considered by the panel in the evaluation of proposals and the negotiation of a contract are listed below.

The County will consider responses to the following items in its evaluation of proposals and Proposers.

ITEMS	POINTS
Cost to the County	40
Experience, Performance History, and References	30
Financial Stability	15
Project Approach, Key Personnel and Equipment Provided	15
TOTAL	100

The Cost to the County will be evaluated based on the “Base Bid - Proposal Cost Form.” The “Additional Work if Ordered Proposal Cost Forms” may be considered in evaluating the Cost to the County if the Additional Work is accepted prior to award. The County reserves the right to reject any or all Proposals, and to waive defects or irregularities in any Proposal, in particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the County. The Houston County Board of Commissioners will award the entire Contract to one Contractor.

15. PROPOSAL FORMAT AND CONTENTS

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with

pages numbered and separated by tabs. Failure by a prospective Contractor to include all listed items may result in the rejection of the proposal.

An outline of the required submittal is provided for clarification as follows:

Cover Letter

Tab I

- Proposal Affidavit
- Proposal Bond
- Partnership Certificate or Corporate Certificate
- Contractor E-Verify Affidavit
- Subcontractor E-Verify Affidavit
- Security and Immigration Affidavit - Contractor
- Security and Immigration Affidavit - Subcontractor
- Certificate of Insurance
- Letter from Surety on Performance Bond

Tab II

- Proposal Cost Form

Tab III

- Qualifications including ability, capacity, skills and number of years' experience
- Resumes
- Project approach
- List of Facilities and Equipment to be utilized

Tab IV

- Project Reference Forms

Tab V

- Exceptions
- Certification Statement Letter
- Audited Financial Report/Annual Report

Tab VI

- Additional Information

Tab I - Proposal Affidavits and Certificates

The prospective Contractor shall complete the affidavit (See Appendix A – Proposal Affidavit) and enclose under Tab I. Additionally, a Proposal Bond (See– Proposal Bond) shall be included under Tab I, duly executed

by the Proposer as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the current U.S. Treasury Circular 570, in the amount of five percent of the Proposal amount. Additionally, the prospective Contractor shall complete the followings forms and enclose under Tab I as found in Appendix B: Security and Immigration Compliance Affidavit of Prime Bidder, Security and Immigration Compliance Affidavit of Subcontractor, Partnership Certificate, Corporate Certificate, Non-Collusion Affidavit of Prime Bidder, and Non-Collusion Affidavit of Subcontractor. The prospective Contractor shall include a copy of their certificate of insurance and a letter from a corporate surety satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event they are the successful Contractor.

Tab II - Cost to the County

Complete the PROPOSAL COST FORM (Appendix D). Contractor MUST provide costs for all items listed in Appendix D. Contractor Pricing submitted indicates that the prospective Contractor has a full understanding of the scope of work based upon a review of all information furnished with this RFP, including the Contract Documents. The price entered reflects the scope of work depicted by the Contract Documents and supplemental information furnished with the RFP. The estimates for the monthly services as presented in Appendix D are provided solely to allow comparison of proposals and in no way reflect or restrict the total services provided for the contract. The County makes no representation as to the reliability of its estimate for quantities.

Tab III - Prospective Contractor's Team Experience and Organization

Provide information that documents the firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and number of years of experience in providing the required services. Describe the various team members' successful experience working with one another on previous projects. Include resumes of all key individuals who will be committed to providing the required work. Provide a description as to how services will be initiated under the contract including a schedule of activities prior to service initiation. Provide a list of facilities and equipment that will be utilized in support of this contract. Specifically list the number of Automatic Side Loaders, Rear Loaders, Grapple Trucks, and Container Delivery Trucks that will be used. Additionally, provide a detailed description of the products used to satisfy the technology requirements of the Contract.

Tab IV - Similar Work Performed

It is the goal of the Owner that all prospective Contractors have a minimum of five (5) years' experience collecting residential solid waste, recyclables, bulky waste and yard waste. Prospective Contractors must provide a minimum of three references with their proposal of similar or greater size service areas that has been serviced within the last 24 months. Information for each project shall be provided on the Project Reference Form (Appendix E) provided with this proposal or a reasonable facsimile. Prospective Contractors shall make additional copies of the form as required. All information requested in the form shall be provided in the order requested.

Tab V- Acceptance of Conditions and Financials

Indicate any requested exceptions to the requirements listed in the RFP, General Conditions and form of Agreement in the attached Contract Documents (reference Appendix F) and any other requirements or documents of the RFP. The prospective Contractor should provide a written certification statement on their company letterhead that they have the financial capabilities, sufficient personal and equipment to execute the services of this contract. Provide a copy of contractor's annual audited financial report/annual report for the most recent two years.

Tab VI- Additional Information

The content of this tab is left to the prospective Contractor's discretion. However, the prospective Contractor should limit materials included here to those that will be helpful to the Owner in understanding the Proposal.

16. USE OF CONTAINERS

16.01 ROLL-OUT CARTS: The County presently owns Rubbermaid-type 95–96-gallon roll-out carts for each current customer. It will be the responsibility of the selected Contractor to ensure that each residential unit continues to be provided a like or similar cart during the duration of the Contract. The Contractor shall install a RFID tag on each roll-out cart that is read by the collection vehicle. The Contractor shall have the responsibility to provide carts for new services and the pick-up of carts from discontinued services. All carts shall be maintained to function as designed by the manufacturer. Any roll-out carts damaged through normal wear and tear or damaged in any way by the Contractor shall be replaced by the Contractor at its expense. Any roll-out carts destroyed or damaged by a resident will be replaced by the Contractor at the expense of the resident to whom the cart was assigned. The amount charged to a resident for cart replacement shall not exceed the Contractor's cost for the cart. Any roll-out carts stolen will be replaced by the Contractor. The Contractor shall replace approximately 20 percent of the roll-out carts each year of the contract with new carts. All new residential waste roll-out carts shall be Green in color (that matches the existing carts) unless otherwise approved by the County. The Carts shall bear the County name embossed in white with no Contractor information whatsoever. At the end of the contract period, the carts shall be in good condition. An up-to-date inventory of all carts shall be maintained by the Contractor. This inventory including resident's name, account number, unique RFID number and street address shall be delivered to the County on a quarterly basis in a MS Excel compatible format. Ownership of the roll-out carts is vested in the name of Houston County and will remain so. These carts shall remain at each residence at the conclusion of this Contract and shall be in proper functioning and operating condition. The Contractor will maintain and repair all carts.

16.02 CONTAINER – RECYCLABLE MATERIALS: The Contractor shall purchase new Rubbermaid-type 95–96-gallon roll-out carts for each subscribed customer. Each roll-out cart shall include RFID tag that is read by the collection vehicle. It will be the responsibility of the selected Contractor to ensure that each residential unit continues to be provided a like or similar cart during the duration of the Contract. The Contractor shall have the responsibility to provide carts for new services and the pick-up of carts from discontinued services. All carts shall be maintained to function as designed by the manufacturer. Any roll-out carts damaged through normal wear and tear or damaged in any way by the Contractor shall be replaced by the Contractor at its expense. Any roll-out carts destroyed or damaged by a resident will be replaced by the Contractor at the expense of the resident to whom the cart was assigned. The amount charged to a resident for cart replacement shall not exceed the Contractor's cost for the cart. Any roll-out carts stolen will be replaced by the Contractor. The Contractor shall replace approximately 10 percent of the used roll-out carts each year of the contract with new roll-out carts. All new recyclable materials roll-out carts shall be Blue in color unless otherwise approved by the County. The Carts shall bear the County name embossed in white with no Contractor information whatsoever. At the end of the contract period, the carts shall be in good condition. An up-to-date inventory of all carts shall be maintained by the Contractor. This inventory including resident's name, account number, unique RFID number and street address shall be delivered to the County on a quarterly basis in a MS Excel compatible format. Ownership of the roll-out carts shall be vested in the name of Houston County and will remain so. These carts shall remain at each residence at the conclusion of this Contract and shall be in proper functioning and operating condition. The Contractor will maintain and repair all carts.

17. SALE OF RECYCLABLE MATERIALS

The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to a licensed processing facility where all materials can be recycled. All proceeds from the sale of the materials shall be the property of the Contractor. A report on volumes and types of materials recycled shall be provided to the County Commission on a quarterly basis within two weeks after the end of each quarter. Any expenses for the sale or disposal of recyclable materials shall be the responsibility of the Contractor.

18. PUBLIC EDUCATION

The Contractor shall provide the following services associated with public education at no additional cost to the County or Customer. All materials shall be approved by the County before finalized, printed, and distributed.

- a) The Contractor shall provide each resident with an information packet which clearly describes how to participate in the waste and recyclable collection program, with all pertinent information included.
- b) The Contractor shall place a weatherproof sticker on all roll-out carts clearly stating days of waste and recycled materials pick-up. Weatherproof stickers on all recycling roll-out carts shall include details and images describing what products are allowed and prohibited in the containers. Any time there is a route change, day of collection change, or other change that will impact customers, the Contractor shall publish the changes in the local newspaper and give notice to the customers in writing.
- c) The Contractor shall develop, print, and distribute a Non-Compliance Notice to include date, reason for notice, Contractor's

customer service telephone number, and any other information requested by the County.

- d) Once a year, the Contractor shall provide “Cinch the Sac” campaign, using local media outlet, informing the public on litter reduction.

19. CUSTOMER SERVICE COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS

The Contractor shall acquire customer service computer hardware and software as required to maintain a web-based historical record of service requests, subscriptions, complaints and activities. The customer service software shall be capable of tracking issues and activities by street address. The data collected shall include route number, scheduled day of pickup, type of complaint or request, date, time, method of resolution, and related comments such as special conditions or services provided at the location. The software shall also have the ability to prepare daily and monthly reports sorted by day of the week, address, street or neighborhood, and the ability to transmit data to remote locations. The web-based system shall be live and accessible to the County and Contractor to make work orders and monitor performance 24 hours per day, 7 days per week unless otherwise approved by the County. The system shall include a route map with live GPS tracking of vehicles as well as service confirmation capabilities including RFID reading data (with time stamps and geolocation) and photographic evidence of service or missing carts. The Contractor shall be responsible for all maintenance of the systems. The customer service system shall be provided at no additional cost to the County or Customer.

20. 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 the Agreement. All vehicles shall be appropriately licensed with

the State of Georgia in Houston County and comply with all applicable federal, state, and local laws and regulations.

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

20.1 Vehicle Specifications

The Contractor may use new or used equipment so long as the equipment can perform the required services in accordance with the Agreement. Collection equipment utilized in the Agreement shall not be more than three (3) years old at the starting Service Date of the Agreement. In no event shall a vehicle operating under the Agreement exceed a maximum age of seven (7) years.

20.2 Smart Vehicle Onboard Technology

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

20.2.1 Automated Service Verification

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

should be captured by photograph attached to the customer and/or container.

20.2.2 Hand-Held Devices

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

20.2.3 Global Positioning System

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

APPENDIX A

Proposal Affidavit

TO: HOUSTON COUNTY BOARD OF COMMISSIONERS

FROM: _____
(Proposer's Name)

FOR: SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION

Submitted: _____

The undersigned Proposer, in compliance with your Request for Proposal for Solid Waste and Recyclable Materials Collection, having examined the Request for Proposal Documents and the site of the proposed work, and being familiar with all of the conditions surrounding Solid Waste and Recyclable Materials Collection, including the availability of materials and labor, hereby proposes to provide the requested services in accordance with the said Documents.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with Houston County Board of Commissioners in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete Solid Waste and Recyclable Materials Collection in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the County with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

The Proposer agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on July 1, 2025.

The Proposer declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Proposer proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Proposer also understands that payment will be made on the basis of actual quantities at the unit price proposed and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Proposal extensions (of unit prices) plus lump sum items shall take precedence over PROPOSAL TOTAL.

The Proposer furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds within twenty days after receipt of conformed Contract Documents for execution, the attached Certified Check accompanying this Proposal shall be paid into the funds of the Owner as liquidated damages for such failure.

Attached hereto is a Proposal Bond for the sum of five percent of total proposed cost for the first year of service.

Proposer acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____ Addendum No. 5, dated: _____

Addendum No. 2, dated: _____ Addendum No. 6, dated: _____

Addendum No. 3, dated: _____ Addendum No. 7, dated: _____

Addendum No. 4, dated: _____ Addendum No. 8, dated: _____

PROPOSER: _____

By: _____

Title: _____

Address: _____

Phone: _____

Attest: _____
(Signature)

Title: _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, a corporate resolution showing authority for signature shall be attached.

APPENDIX B

Proposal Bond

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as

Surety, are held and firmly bound unto Houston County in the sum of _____ Dollars (\$ _____

_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for providing residential waste and recyclables collection services.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Proposal upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with O.C.G.A. §36-91-1 et.seq. and all the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2024.

CONTRACTOR – PRINCIPAL: _____

By: _____

(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____

(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

APPENDIX C
Certificates and Affidavits

C-1 Partnership Certificate

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2024, before me personally appeared _____ known to me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed Contract.

Partner Partner

Partner Partner

Subscribed and sworn to before me, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

(Date)

(SEAL)

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the company must be attached; otherwise, all partners must sign.

C-2 Corporate Certificate

I, _____ certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that _____ who signed said proposal on behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____.

This _____ day of _____, 2024

Corporate
Secretary:

(name signed)

(name printed or typed)

(SEAL)

C-3 Non-Collusion Affidavit of Prime Proposer

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

He or she is _____

(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Houston County or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

PROPOSER: _____

By: _____

(name signed)

(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this ___ day of _____, 2024.

NOTARY PUBLIC: _____

(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

C-4 Non-Collusion Affidavit of Subcontractor

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He or she is _____
(Owner, Partner, Officer, Representative, or Agent)

of _____, hereinafter referred to as the "Subcontractor";

(2) He or she is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____ the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Houston County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this ___ day of _____, 2024.

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

C-5 Contractor E-Verify Affidavit

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is proposing to engage in the physical performance of services on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 2024 in _____, _____
(City) (State)

Signature of Authorized Officer or Agent

(Title of Authorized Officer or Agent of Contractor)

(Printed Name of Authorized Officer or Agent)

Subscribed and sworn to me this ___ day of _____, 2024.

NOTARY PUBLIC:

(name signed)

(name printed or typed)

Commission Expires: _____

C-6 Subcontractor E-Verify Affidavit

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of service under a proposed contract with _____ on behalf of Houston County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Additionally, the undersigned subcontractor will forward notice of the receipt of affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 2024 in _____, _____
(City) (State)

Signature of Authorized Officer or Agent

(Title of Authorized Officer or Agent of Contractor)

(Printed Name of Authorized Officer or Agent)

Subscribed and sworn to me this ____ day of _____, 2024.

NOTARY PUBLIC:

(name signed)

(name printed or typed)

Commission Expires:

APPENDIX D

Proposal Cost Form For Up To 25,000 Residential Units

Item	Estimated Quantity	Description	Unit Price	Units	Extended Price
A	20,000	Monthly rate of compensation for once per week collection and disposal of residential refuse per residential account		/EA	
B	10,000	Monthly rate of compensation for every other week curbside collection of recyclable materials per subscribed residential account		/EA	
C	15,000	Monthly rate of compensation for once per week pick-up and disposal of yard waste per subscribed residential account		/EA	
D	4,000	Monthly rate of compensation to provide and pick up an extra roll out container for collection and disposal of residential refuse		/EA	
		First Service Year - Monthly Proposal Total		/Month	
		First Service Year - Annual Proposal Total		/Year	
E	-	Rate in \$ per cubic yard for collection and disposal of additional yard waste (from all county customers) from disaster that is reimbursed by FEMA		/CY	-

Notes:

1. Estimated quantities listed in the above table in no way restrict the actual quantities provided. The estimated quantities are provided in order to evaluate proposals and provide a total estimated amount for the first service year.
2. Annual price adjustment for year 2 and each of the following years will be based on the most recent month published 12- month percentage change in Consumer Price Index for Garbage and Trash collection in U.S. City average, All Urban consumers, not seasonally adjusted.

**Proposal Cost Form
For Over 25,000 Residential Units**

Item	Estimated Quantity	Description	Unit Price	Units	Extended Price
A	26,000	Monthly rate of compensation for once per week collection and disposal of residential refuse per residential account		/EA	
B	15,000	Monthly rate of compensation for every other week curbside collection of recyclable materials per subscribed residential account		/EA	
C	15,000	Monthly rate of compensation for once per week pick-up and disposal of yard waste per subscribed residential account		/EA	
D	4,000	Monthly rate of compensation to provide and pick up an extra roll out container for collection and disposal of residential refuse		/EA	
		First Service Year - Monthly Proposal Total		/Month	
		First Service Year - Annual Proposal Total		/Year	
E	-	Rate in \$ per cubic yard for collection and disposal of additional yard waste (from all county customers) from disaster that is reimbursed by FEMA		/CY	-

Notes:

1. Estimated quantities listed in the above table in no way restrict the actual quantities provided. The estimated quantities are provided in order to evaluate proposals and provide a total estimated amount for the first service year.
2. Annual price adjustment for year 2 and each of the following years will be based on the most recent month published 12- month percentage change in Consumer Price Index for Garbage and Trash collection in U.S. City average, All Urban consumers, not seasonally adjusted

APPENDIX E
Reference Form

Owner's Name/ Area Served:
Owner's Phone Number:
Owner's Contact Name:
Owner's Contact Title:
Number of Residential Units Served – Residential Waste:
Number of Residential Units Served – Recyclables:
Number of Residential Units Served – Yard Waste:
Number of Residential Units Served – Bulky Waste:
Number of Commercial Accounts Served:
Contract Start Date
Contract End Date

Note: Reference Information will be kept confidential.

APPENDIX F CONTRACT DOCUMENTS

1.00 DEFINITIONS

- 1.01 AGREEMENT (OR CONTRACT)**
- 1.02 BAGS**
- 1.03 BULKY WASTE**
- 1.04 COLLECTION EQUIPMENT**
- 1.05 COMMODITY**
- 1.06 COMMODITY BUYER**
- 1.07 CONSTRUCTION DEBRIS**
- 1.08 CONTAINER – SOLID WASTE**
- 1.09 CONTAINER – RECYCLABLE MATERIALS**
- 1.10 CONTRACT DOCUMENTS**
- 1.11 CONTRACTOR**
- 1.12 COUNTY**
- 1.13 DEAD ANIMALS**
- 1.14 DEFAULTS**
- 1.15 DESIGNATED COLLECTION DAY**
- 1.16 DISPOSAL SITE**
- 1.17 GARBAGE OR PUTRESCIBLE WASTE**
- 1.18 HAZARDOUS WASTE**
- 1.19 PRODUCER**
- 1.20 RECYCLABLE MATERIAL(S)**
- 1.21 REFUSE OR RESIDENTIAL REFUSE**
- 1.22 RESIDENTIAL UNIT**
- 1.23 RUBBISH**
- 1.24 STABLE MATTER**
- 1.25 YARD WASTE**
- 1.26 WHITE GOODS (APPLIANCES)**

2.00 SCOPE OF WORK

3.00 COLLECTION SERVICE

- 3.01 SERVICE PROVIDED**
- 3.02 LOCATION OF ROLL-OUT CONTAINERS, YARD WASTE AND BULKY WASTE MATERIALS FOR COLLECTION**
- 3.03 CONTAINER – RECYCLABLE MATERIALS**
- 3.04 SALE OF RECYCLABLE MATERIALS**
- 3.05 PUBLIC EDUCATION**

- 4.00 OPERATION
 - 4.01 HOURS OF OPERATION
 - 4.02 ROUTES OF COLLECTION
 - 4.03 HOLIDAYS
 - 4.04 COMPLAINTS
 - 4.05 CUSTOMER SERVICE COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS
 - 4.06 PENALTY
 - 4.07 LANDFILL FEES
 - 4.08 COLLECTION EQUIPMENT
 - 4.09 VEHICLE LEAKS AND SPILLS
 - 4.10 OFFICE
 - 4.11 HAULING
 - 4.12 DISPOSAL
 - 4.13 POINT OF CONTACT
 - 4.14 NON-COMPLIANT WASTE PLACEMENT
- 5.00 COMPLIANCE WITH LAWS
- 6.00 EFFECTIVE DATE
- 7.00 NON-DISCRIMINATION
- 8.00 INDEMNITY
- 9.00 LICENSES AND TAXES
- 10.00 TERM
- 11.00 PRE START-UP CONFERENCE
- 12:00 INSURANCE
- 13.00 BOND
 - 13.01 PERFORMANCE BOND
 - 13.02 POWER OF ATTORNEY
- 14.00 BASIS AND METHOD OF PAYMENT
 - 14.01 RATES
 - 14.02 MODIFICATION TO RATES
 - 14.03 COUNTY TO ACT AS COLLECTOR
 - 14.04 DELINQUENT AND CLOSED ACCOUNTS
 - 14.05 CONTRACTOR BILLINGS TO COUNTY
- 15.00 TRANSFERABILITY OF CONTRACT
- 16.00 OWNERSHIP
- 17.00 COMPLIANCE WITH LAW

18.00 EXCLUSIVE CONTRACT
19.00 TERMINATION AND ATTORNEY FEES
19.01 COSTS

20.00 MISCELLANEOUS PROVISIONS
20.01 NOTICES
20.02 CHOICE OF LAW
20.03 ENTIRE AGREEMENT
20.04 SEVERABILITY
20.05 CAPTIONS
20.06 COUNTY'S AUTHORITY

EXHIBIT A RATES OF COMPENSATION

EXHIBIT B PERFORMANCE BOND