

REQUEST FOR BIDS

SOLID WASTE DISPOSAL SERVICES

RFB-23-48952



**CITY OF MARIETTA
PURCHASING DIVISION
205 Lawrence Street
Marietta, Georgia
30060**

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**INSTRUCTIONS TO BIDDER
FOR INVITATION TO BID**

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

11:00 A.M., Thursday, April 11, 2023,

For the following:

ANNUAL SERVICE CONTRACT

For

SOLID WASTE DISPOSAL SERVICES

All pricing relative to this bid document shall be completed on the Bid Form, Exhibit BF-1 – 4, and attached hereto.

Successful vendor shall be required to complete the Annual Service Contract Agreement sample is attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 11:00 A.M., Tuesday, April 11, 2023, at the City of Marietta, Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Ms. Shelly Drewry, (770) 794-5697 or sdrewry@mariettaga.gov , The City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Division at (770) 794-5697 to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.

ARTICLE 5 SEALED & MARKED

**FOUR SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR BID
NO. RFB-23-48952
Solid Waste Disposal Services**

and addressed to: **City of Marietta, Purchasing Division
205 Lawrence Street
Marietta, GA 30060
Attention: Ms. Shelly Drewry**

ARTICLE 6 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 7 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 9 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 10 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 11 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and

shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 12 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 12.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 12.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 12.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 12.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 12.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 13 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 14 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the proposal. Unsuccessful bidders shall be notified first-class mail.

ARTICLE 15 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. *BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.*

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled "**EXHIBIT B**" Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 16 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 18 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 19 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a through evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 20 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 21 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE. 22 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 23 CONFIRMATION ON BIDS

BIDDERS INTERESTED IN RECEIVING A COPY OF THE BID TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR BID. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.

ARTICLE 24 BID GUARANTEE

The City of Marietta shall request the following:

24.1 BID BOND

Each bid shall include a bid bond or cashier's check in the amount of ten percent (10%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 90 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with the City of Marietta in accordance with the bid. Bid guarantee shall be returned after the City and the accepted Bidder have executed the contract agreement. Checks to be made payable to: The City of Marietta.

C. **LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT C

SPECIFICATIONS FOR SOLID WASTE DISPOSAL SERVICES CITY OF MARIETTA, GEORGIA

GENERAL

The City of Marietta provides residential and small business solid waste collection services for approximately 16,000 customers located within the city limits. The average quantity collected is approximately 1,050 tons of solid waste per month. The City of Marietta does not operate a sanitary landfill, or solid waste transfer facility and plans to enter into a contract for one or more service with a private firm(s).

REQUIREMENTS

The firm(s) selected to provide solid waste transfer and landfill disposal services must agree to accept and dispose, in a lawful manner, solid waste generated and collected by the City of Marietta or contractors on behalf of the City of Marietta.

The delivery site for the City's solid waste shall be within a reasonable distance of the city limits, and the distance to the site will be considered as a part of the bid evaluation process.

The delivery site shall consist of a fully enclosed and under roof facility accessed by a paved roadway.

The delivery site must have a current operating permit from the Georgia EPD.

The delivery site shall be open to receive solid waste material between the hours of 7:00 a.m., and 6:00 p.m., Monday through Friday excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. The delivery site shall be capable of receiving solid waste during inclement weather conditions.

The firm selected shall weigh all solid waste material delivered by the City and provide the hauler with an appropriate weight receipt indicating date, time, and weight. In addition, the firm selected shall maintain delivery records so as to provide a monthly invoice detailing the quantity of solid waste delivered in the month including the date, time, and weight of each delivery by the City.

ASSURANCE OF LANDFILL CAPACITY

The firm selected shall provide with the bid and thereafter annually to the City of Marietta written assurance that the firm has sufficient landfill capacity to accommodate the expected solid waste volume delivered by the City of Marietta for a period of ten (10) years.

RESPONSIBILITIES

Solid Waste

The selected firm shall be solely responsible for all solid waste transfer and disposal activity conducted under the service contract issued under this specification, including the techniques, sequences, procedures, means, and coordination of all work. The selected firm shall provide all labor, materials, and equipment to provide solid waste transfer and disposal services to the City of Marietta. The selected firm shall supervise and direct the work in a professional manner, and provide all daily and continuous attention necessary for such proper supervision and direction.

The selected firm shall comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the operation of solid waste transfer and disposal facilities. If any terms of this specification are at variance with any such law, ordinance, rule, regulation, or order, the City shall be notified promptly on discovery of such variance.

All firms responding shall submit to the City a copy of all state permits issued for or authorizing solid waste transfer and disposal operations.

RECORD KEEPING AND PAYMENT REMITTANCE SERVICES

- A. The City of Marietta must be billed on a Bi-monthly basis by the contractor for the actual tonnage of Solid Waste delivered by the City to the Solid Waste Transfer Station.
- B. Invoices must be accompanied by weight slips from a certified scale documenting the actual net weight of the Solid Waste delivered to the Solid Waste Transfer Station, the date of delivery and the vehicle number for the City.
- C. Invoices will be due and payable within thirty days of receipt of a properly completed invoice.

BID SUBMISSION REQUIREMENTS

- A. All bids must be submitted on the Bid Forms included herein. All blank spaces must be completed in ink or typewritten, and the required documentation and attachments must be fully completed, executed and attached to the Bid Forms when submitted. All names must be typed or printed below the signatures.
- B. Required Bid Forms and Attachments

Bid Form 1: Bidder Identifications, Qualifications and References

Bid Form 2: Solid Waste Transfer Station Information

Bid Form 3: Solid Waste Disposal Facility Information

Bid Form 4: Price Sheet for Solid Waste

Generic Bid Bond

- C. **Bid Bond:** The amount of the bid bond is to be calculated as follows: ten percent (10%) of 10,000 (the estimated annual total tonnage of Solid Waste to be delivered by the City of Marietta to the Solid Waste Transfer Station) multiplied by the per ton Bid Price submitted by the Bidder on Bid Form 4 for the first year of the term of the Agreement. Bidders may, as an alternative to a stated obligation of the Surety, may submit a Bid Bond, from a qualified surety or guarantor, as “ten percent” of the Bid based on ten percent of first year of the Agreement.
- D. Bidders must submit one (1) original and three (3) duplicate copies of its Bid and Bid Bond in one sealed envelope labeled “SOLID WASTE DISPOSAL SERVICES BID RFB-23-48952” addressed to City of Marietta, Purchasing Div., 205 Lawrence Street, Marietta, GA 30060, Attn: Shelly Drewry
- E. Bids must be submitted no later than Tuesday, April 11, 2023 at 11:00 a.m. All Bids will be opened and read aloud at that time.
- F. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of Marietta Purchasing Division at any time prior to the Bid opening.

PRICING

Solid Waste (see Bid Form 4 to enter pricing)

The tipping fees listed shall be the fees charged to the City of Marietta up to a limit of 18,000 tons per calendar year. Any amounts in excess of 18,000 tons received from the City of Marietta will be charged at a rate mutually agreeable to the City of Marietta and the selected firm.

The tipping fee may be adjusted to reflect material change in expenses due to a change in operational procedure of the solid waste transfer or landfill facility resulting from complying with any federal, state, or local statute, rule, or regulation. Notice shall be provided by the selected firm to the City of Marietta that an adjustment in the tipping fee is requested with sufficient information to document the reason for the requested change. The City of Marietta and the selected firm shall then attempt to negotiate a mutually agreeable modification to the pricing structure.

BID EVALUATIONS

- A. All responsive bids will be evaluated to determine which bid represents the lowest and the best bid. A Bid will be considered responsive if it contains all the completed Bid Forms and Attachments and Bid Bonds required by the Bid Documents. The factors considered when determining the lowest and best Bid include the following:

Tipping Fee/Per Ton (35%). Bid price per ton to provide the Solid Waste Transfer and Disposal Services based on the use of the Solid Waste Transfer Station and the identified Solid Waste Disposal Facilities.

Proximity (30%). The time required to deliver Solid Waste to the Solid Waste Transfer Station identified in the Bid, empty and return the collection vehicle to service including the reasonableness and the effect of the bidder's rules and regulations on the time required to return a collection vehicle to service. Bidders are advised that distance, convenience of access routes and turnaround time at the Bidder's Solid Waste Transfer Station will be considered by the city as part of the determination of the Successful Bidder.

Ability to Provide Service (20%). Also considers the conduct and performance of the Bidder in previous contracts, which shall include without limitation, compliance with local and state ordinances and statues.

Unspecified Value, Added Offerings (15%)

- B. No Bid will be accepted from, or Contract awarded, to any person, firm or corporation that: (1) is in arrears or is in default to the City of Marietta upon any debt of contract; (2) is in default, as a surety or otherwise, upon any obligation to the City of Marietta; or (3) has failed to perform faithfully any previous contract with the City of Marietta.
- C. The City of Marietta reserves the right to: (i) reject any and all Bids; (ii) reject any part of parts of any Bid, (iii) waive any informalities or irregularities in the Bid; and (iv) reject any Bid not prepared and submitted in accordance with these Instructions to Bidders.

BID RECOMMENDATION AND CONTRACT AWARD

- A. The Successful Bidder will be required to enter into a Contract with the City of Marietta. The Contract will be in substantially the form set forth in "Exhibit D".
- B. **Performance Bonds:** The Successful Bidder, within ten (10) days after receiving the Notice of Award, shall furnish and maintain for the term and each renewal term of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City of Marietta in all respects. The performance bond to the City of Marietta in the amount of 100% of the per ton Bid Price multiplied by the city's estimated annual tonnage of Solid Waste. The entire cost of the bond shall be paid for by the Contractor.
- C. **Insurance Requirements:** The Contractor, at its own expense, is required to obtain and keep in force Worker's Compensation, Employees' Liability and/or Contractor's Insurance in the amounts and pursuant to the requirements stated in the Contract.

DEFAULT AND TERMINATION

The City of Marietta may on sixty (60) days' notice to the selected firm terminate the service contract for solid waste transfer and landfill disposal services, and/or recycling transfer and process services without prejudice to any other remedy it may have, when the selected firm material defaults in the performance of any provision of this specification, or materially fails to carry out the work

in accordance with the provisions of the service contract. Default by the selected firm will include, but is not limited to, the following:

1. Failure by the selected firm to provide service in accordance with the specifications.
2. Abandonment of the facility by the selected firm as measured by failure to perform service on 3 consecutive business days.
3. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the selected firm.
4. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
5. The selected firm's failure to pay taxes or fees or failure to maintain all necessary licenses and permits to operate a solid waste transfer or landfill disposal facility.

Bid Form 1:

Bidder Identifications and References

Bidder Identifications:

Name of Company Submitting the Bid: _____

Street Address: _____

Mailing Address: _____

Contact Name and Title: _____

Phone: _____

E-Mail: _____

Tax ID number: _____

References

Provide three (3) references of current customers receiving similar contracted waste transfer and disposal services as described in this Invitation to Bid.

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BID FORM 3
Solid Waste Disposal Facility Information

Indicate the Solid Waste Landfills(s) that may be used for the disposal of Solid Waste from the City of Marietta for the term and possible extensions of the contract.

PRIMARY SOLID WASTE LANDFILL

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____

ADDITIONAL SOLID WASTE LANDFILL(S)

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____

BID FORM 4
Price Sheet

Price for Solid Waste Transfer and Disposal Services

Indicate the price per ton in dollars and cents to be charged for Solid Waste Transfer and Disposal Services. Bid prices must include all cost related to the receipt, transfer, and disposal of Solid Waste delivered by the City of Marietta to the Solid Waste Transfer Station, including all landfill charges and all applicable local and state governmental fees.

1. Contract Year 1: 07/01/23 – 06/30/24 \$ _____.
2. Contract Year 2: 07/01/24 – 06/30/25 \$ _____.
3. Contract Year 3: 07/01/25 – 06/30/26 \$ _____.

Record Keeping System

Describe the record keeping system your company would use to document and record the net weight of all Solid Waste delivered by the City of Marietta to the Solid Waste Transfer Station. Attach a sample invoice used by your company.

Contractor Affidavit and Agreement

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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Sub-Contractor Affidavit and Agreement

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA 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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

“EXHIBIT D”
sample
CITY OF MARIETTA
ANNUAL SERVICE CONTRACT

Made this _____ date of _____ in the year Two Thousand Twenty-Three

FOR: Solid Waste Disposal Services

This Contract shall be between the purchaser:

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

herein called the “Purchaser,” and the contractor:

herein called the “Contractor.”

ARTICLE 1: SCOPE OF WORK

The Contractor will provide to the Purchaser all labor, materials, and equipment to provide solid waste transfer and disposal services for the City of Marietta per RFB-23-48952 and specifications. The contractor shall supervise and direct the work in a professional manner, and provide all daily and continuous attention necessary for such proper supervision and direction.

ARTICLE 2: CONTRACT DURATION

The contract shall begin on July 1, 2023 and continue through June 30, 2024. The Purchaser may extend the contract for two (2) one-year options by mutual agreement between the Purchaser and the Contractor.

ARTICLE 3: PRICING

During the term of this agreement, the City agrees to pay the Contractor on a per ton basis for Solid Waste Disposal Services. The price per ton for the Solid Waste Disposal Services includes all direct and indirect costs for the Solid Waste Disposal Services, including but not limited to the costs of disposal of the Solid Waste at the Landfill(s) and all Governmental Fees applicable on the generation or disposal of Solid Waste.

Payment shall be made by the City in accordance with the following price schedules(s).

Solid Waste Disposal Services:

- 1. Contract Year 1: 07/01/23 – 06/30/24 \$ _____.
- 2. Contract Year 2: 07/01/24 – 06/30/25 \$ _____.
- 3. Contract Year 3: 07/01/25 – 06/30/26 \$ _____.

ARTICLE 4: WARRANTY

The Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. Contractor further warrants labor and materials for a period of one (1) year after completion and acceptance of the work and Purchaser reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship or manufacturing.

ARTICLE 5: COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Contractor’s performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or contains furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Contractor shall comply with federal law and, in addition, with applicable state or local law. Contractor agrees to defend, indemnify, and hold harmless Purchaser for any loss, damage, penalty, fine or liability sustained because of Contractor’s noncompliance.

ARTICLE 6: CONTINGENCY

Neither of the parties shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargos, requirements imposed by Government regulation, civil, or military authorities, acts of God or by the public enemy, or other similar causes beyond such party’s control. However, Contractor’s delay or failure to perform shall not be excused by a default of any of its subcontractors or suppliers unless such default arises out of control of both the Contractor and its subcontractor or supplier and without the fault of negligence of either of them, and unless the supplies or services to be furnished by such subcontractor or supplier are not obtainable from other sources. If such contingency occurs, the party injured by the other’s inability to perform may elect to (a) terminate this agreement or part thereof as to materials and/or services not already received; (b) suspend this agreement for the duration of the delaying cause, buy or sell elsewhere material and/or services to be bought or sold hereunder, and deduct from any commitment the quantity bought or sold or for which commitments have been made elsewhere; or (c) resume performance hereunder once the delaying cause ceases with an option for the injured party to extend the period hereunder up to the length of time the contingency endured unless written notice is given within thirty (30) days after such injured party is apprised of the contingency, shall be deemed selected.

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Purchaser, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused. Except this indemnification shall not apply to the extent that such claims, demands, liabilities, etc. arise directly or indirectly from the Purchaser's or agents' or employees' or subcontractors' negligence or willful misconduct.

ARTICLE 10: LIMITATIONS OF LIABILITY

Neither party shall be liable in contract or in tort (including negligence) to the other party, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from performance or nonperformance of its obligations under this Agreement, or from its termination or suspension of the services under this Agreement.

ARTICLE 11: REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Contractor and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 12: CONFLICT OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 13: NOTICES

Any notices or demand which under the terms of this agreement or under any statute must or may be given or made by Contractor or Licensee shall be in writing and shall be given or made by telegram or similar communication or by certified or registered mail addressed to the respective parties as follows:

To Purchaser: Rick Churbock, Purchasing Supervisor
City of Marietta
205 Lawrence Street
Marietta, GA 30060

ARTICLE 14: PATENT INFRINGEMENT

Contractor shall hold Purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise provided and installed.

ARTICLE 15: PLANT AND WORK RULES

Contractor's employees and agents and those of Purchaser shall, while on the premises of the other, comply with all rules and regulations.

ARTICLE 16: MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications, or any other term of the contract shall be effective unless agreed to in writing, signed by Purchasing Manager.

ARTICLE 17: TERMINATION FOR CAUSE

Purchaser may terminate this contract in whole or in part for cause in the event of a default by Contractor. In such event, the Purchaser shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold the Purchaser harmless from any damages occasioned by Contractor's breach or default.

ARTICLE 18: TERMINATION FOR THE CONVENIENCE

Purchaser may, upon thirty (30) days' written notice to Contractor, terminate the order in whole or in part for its convenience, in which event Contractor shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 19: ENTIRE AGREEMENT

The purchase order, this contract, the Contractor's Service Agreement, and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any monies due Purchaser from Contractor can be set off from any monies due Contractor from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 20: EQUAL EMPLOYMENT OPPORTUNITY

The Contractor by acceptance of this Annual Blanket Contract, does agree that in providing the goods and services covered under the bid or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex. Contractor further warrants that all goods supplied hereunder shall have been produced in compliance with and Contractor agrees to be bound by all applicable federal, state, and local laws, orders, rules and regulations.

ARTICLE 21 BID GUARANTEE

The City of Marietta shall request the following for bids over \$40,000.00.

21.1 BID BOND

The amount of the bid bond is to be calculated as follows: ten percent (10%) of 10,000 (the estimated annual total tonnage of Solid Waste to be delivered by the City of Marietta to the Solid Waste Transfer Station) multiplied by the per ton Bid Price submitted by the Bidder on Bid Form 4 for the first year of the term of the Agreement. Bidders may, as an alternative to a stated obligation of the Surety, may submit a Bid Bond, from a qualified surety or guarantor, as “ten percent” of the Bid based on ten percent of first year of the Agreement.

21.2 PERFORMANCE BOND

The Successful Bidder, within ten (10) days after receiving the Notice of Award, shall furnish and maintain for the term and each renewal term of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City of Marietta in all respects. The performance bond to the City of Marietta in the amount of 100% of the per ton Bid Price multiplied by the city’s estimated annual tonnage of Solid Waste. The entire cost of the bond shall be paid for by the Contractor.

ARTICLE 22: DRUG-FREE WORKPLACE

The Contractor hereby certifies that:

- A. A drug-free workplace will be provided for the Contractor’s employees during the performance of this contract.
- B. Contractor will secure verification from any Subcontractor hired to work for the Contractor on this contract that said Subcontractor has provided its employees a drug-free workplace during the performance of this contract.

ARTICLE 23: TAXES

Purchaser is exempt from Federal Excise and State sale taxes; therefore, the Contractor is prohibited from delineating a separate line item for any sales or service taxes. The Purchaser does not intend to imply that a bidder has no independent tax liability.

ARTICLE 24: BUSINESS LICENSE/OCCUPATIONAL LICENSE

Contractor shall provide appropriate proof of an Occupational Tax license (Business License).

The Purchaser and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

Purchaser: City of Marietta

Contractor:

Date: _____

Name

Approved:

Title

William F. Bruton, Jr.
City Manager

Witness

Attest:

Date

Stephanie Guy
City Clerk