**DISCLAIMER**

**This Request For Proposal is provided for general informational purposes, may not apply to your city's specific situation and should not be considered a comprehensive RFP. It should be used for comparative purposes only. The RFP should be tailored to reflect the actual context of your city. You should consult with your city attorney before taking any action based on this document.**

**CITY OF DECATUR**

**REQUEST FOR PROPOSALS**

**RECYCLING SERVICES**

# 1.0 Introduction[[1]](#footnote-1)

The City of Decatur (City) is seeking a qualified (Service Provider) to provide top quality Recycling Services for the City of Decatur from July 1, 2018 to June 30, 2019 consistent with the City’s mission “to work with the citizens of Decatur to meet the needs of the community while serving all with respect and integrity.” The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A mandatory pre-bid conference is scheduled for **10:30 am on Friday, February 9, 2018** at the Decatur Public Works Community Room, 2635 Talley Street, Decatur, GA 30030. Parties responding to this RFP must attend this briefing session in order for their submittal to be considered.

Interested service providers must submit one original signed unbound proposal and two (2) bound copies of each of their responses to this RFP in the form of one or more sealed proposals no later than **10:00 am EST,**

**Friday, February 23, 2018,** at the City Manager’s Office, City of Decatur, 509 North McDonough Street, Decatur, Georgia 30030, Attn: City Manager. The response must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

“RFP Proposal for Recycling Services

RFP Due Date: 10:00 AM, Friday, February 23, 2018”

The outside of the envelope / package must contain the name, address and a valid contact telephone number for the Prospective Provider. All such markings must be affixed in a legible and indelible manner.

Firms are requested to submit any questions regarding the RFP in writing, to the above address, or email to David.Junger@decaturga.com no later than **3:00 p.m. on Tuesday, February 13, 2018**.

Proposals must be valid for 60 (sixty) days following the opening date.

# 2.0 Background

The City encompasses approximately 4.4 square miles with a total population of about 22,800 residents. The City has provided Recycling Services for many years beginning with the curbside collection of scrap metal. A drop off center for newspapers and aluminum cans was established in 1982. Current curbside Recycling Services include newspaper (beginning in 1988), telephone books (1989), aluminum cans (1990), Christmas trees (1991), steel cans, clear plastic containers (PET), white milk containers (HDPE), glass bottles (1992), yard trimmings (1993), magazines, mixed paper, catalogs, green PET containers, corrugated cardboard (1997), chipboard, plastic flowerpots and flower trays (2002), and Plastics #3-7 (2008). In 2016, due to changes in the recyclable commodity markets, glass was no longer collected as part of the single stream process but rather collected separate from all other materials. City employees provided curbside residential Recycling Services until

August 1997. The current Service Provider, Latham Home Sanitation, has been providing single-stream residential curbside recycling services since July of 2008. In July 2002, the City began paying for recycling services by the number of tons collected and reported by recycling processors, rather than by the number of single-family residences in the City. Approximately 6,100 dwellings receive residential recycling services.

Below is a table showing the solid waste and recycling trends in terms of the number of tons collected each year from July 1, 1992 to June 30, 2014.

# Table 1. Solid Waste and Recycling Trends, FY 1992-93 to FY 2016-17

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| FISCAL YEAR | TOTAL  MSW | TOTAL  CURBSIDE  RECYCLING | FY 91-92  LANDFILL  DEPOSITS | 75% OF  FY 91-92  LANDFILL  DEPOSITS | CURRENT YEAR  LANDFILL  DEPOSITS | ESTIMATED POPULATION | % REDUCTION IN  PER CAPITA  LANDFILL DEPOSITS FROM FY 91-92 | CURBSIDE  RECYCLING  AS A % OF  TOTAL MSW |
| 1992-1993 | 14503 | 840 | **13769** | **10326** | 10438 | **17336** | 24% | 6% |
| 1993-1994 | 14612 | 1053 | **13769** | **10326** | 11358 | **17336** | 18% | 7% |
| 1994-1995 | 15227 | 1078 | **13769** | **10326** | 11826 | **17336** | 14% | 7% |
| 1995-1996 | 15488 | 1105 | **13769** | **10326** | 12006 | **17811** | 15% | 7% |
| 1996-1997 | 15173 | 1033 | **13769** | **10326** | 11745 | **18403** | 20% | 7% |
| 1997-1998 | 15418 | 1369 | **13769** | **10326** | 11734 | **18403** | 20% | 9% |
| 1998-1999\*\* | 14524 | 1488 | **13769** | **10326** | 9832 | **18403** | 33% | 10% |
| 1999-2000 | 15548 | 1701 | **13769** | **10326** | 10426 | **18403** | 29% | 11% |
| 2000-2001 | 16489 | 1708 | **13769** | **10326** | 10841 | **18403** | 26% | 10% |
| 2001-2002 | 15506 | 1816 | **13769** | **10326** | 10422 | **18147** | 28% | 12% |
| 2002-2003 | 15652 | 2169 | **13769** | **10326** | 10291 | **18147** | 29% | 14% |
| 2003-2004 | 15224 | 2190 | **13769** | **10326** | 9460 | **18147** | 34% | 14% |
| 2004-2005 | 14530 | 2306 | **13769** | **10326** | 9156 | **18147** | 36% | 16% |
| 2005-2006 | 14426 | 2468 | **13769** | **10326** | 11984 | **19153** | 21% | 17% |
| 2006-2007 | 13619 | 2582 | **13769** | **10326** | 10934 | **19153** | 28% | 19% |
| 2007-2008 | 12698 | 2676 | **13769** | **10326** | 9859 | **19153** | 35% | 21% |
| 2008-2009 | 12253 | 2187 | **13769** | **10326** | 9937 | **19153** | 35% | 18% |
| 2009-2010 | 12645 | 2077 | **13769** | **10326** | 10455 | **19153** | 31% | 16% |
| 2010-2011 | 12272 | 2567 | **13769** | **10326** | 10285 | **19397** | 33% | 21% |
| 2011-2012 | 12678 | 2845 | **13769** | **10326** | 12678 | **19397** | 18% | 22% |
| 2012-2013 | 13016 | 2816 | **13769** | **10326** | 13016 | **20086** | 18% | 22% |
| 2013-2014 | 12409 | 2752 | **13769** | **10326** | 12409 | **20148** | 22% | 22% |
| 2014-2015 | 12675 | 2917 | **13769** | **10326** | 12675 | **20711** | 23% | 23% |
| 2015-2016 | 13515 | 2545 | **13769** | **10326** | 13515 | **21945** | 22% | 19% |
| 2016-2017 | 13441 | 2591 | **13769** | **10326** | 13441 | **22813** | 26% | 19% |

\*State goal was a 25% reduction in FY '91-92 per capita landfill deposits FY '96-97. FY '91-92 estimated population was 17,145.

\*\*First full year of privatized recycling hauling.

\*\*\*Changed from paying for recycling by households to tons reported by recycling processors.

# 3.0 Program Goals

The goals of Recycling Services are to:

1. Provide quality Recycling Services to all dwelling units in buildings containing from one (1) to four (4) dwelling units, and
2. Maximize the amount of materials diverted from sanitary landfills.

To achieve these goals:

* Payment for Recycling Services will be based upon the number of tons of recyclables collected in the City and transported to recycling processors for all locations receiving Recycling Services under the Recycling Services Agreement which is included at the end of this document for illustrative purposes.
* The City expects the Service Provider to collect recyclables for all single-family residences. The City has adopted an ordinance requiring multi-dwelling buildings to provide a City-approved recycling program. The City is also encouraging commercial establishments to adopt recycling plans for their operations and it is possible that during the term of the agreement that the City may adopt an ordinance that requires commercial establishments to have City-approved recycling plans. The City does not expect that the Service Provider will be given exclusive access to these markets but does expect that the Service Provider will provide a market rate option based on the reasonable costs of collecting and disposing of recyclable materials from these properties.

The official List of Recyclables for FY 2018-2019 include:

* Newspaper
* Magazines
* Phone Books
* Catalogues
* Cardboard boxes
* Food boxes
* Shoe boxes, gift boxes, and all boxes of this type
* Office paper
* Junk Mail
* Aluminum Beverage Cans
* Steel or Tin Food Cans
* Glass food and beverage bottles, jars (clear, brown, green, blue) #1-7 Plastic bottles (PET, HDPC, PVC, LDPE, PP, PS, Other)
* **Excluded is any item that is contaminated with food waste.**

The above list is mandatory, however, the Service Provider may choose to add additional recyclables, specifying the additional cost (if any) to the City for each additional recyclable added.

# 4.0 Proposal Format

4.0.1 Section 1 – Cover letter signed by an authorized individual of the Service Provider who can commit to the terms and conditions of the proposal. State in the proposal that you agree to these terms and conditions.

4.0.2 Section 2 – Describe your firm, its background and its experience providing Recycling Services to single dwelling units, commercial establishments, institutions and multi-dwelling buildings. List officers of the corporation.

4.0.3 Section 3 – Provide a statement of qualifications to demonstrate that you are capable of performing to proposed specifications. List the number of personnel and pieces of equipment to be used to provide Recycling Services to the City,

4.0.4 Section 4 – List at least three references where you have performed work substantially similar to the work you are bidding for within the last two years. Include company (government) name, address, contact person, and phone number, and a URL pointing to the site. Local references are preferred. Describe any work experience with local governments.

4.0.5 Section 5 – Technical Proposal. Clearly state the technical aspects of your bid and describe how they conform to the requirements of the RFP. Be sure to include all information required in this RFP document. Please refer to the RFP section numbers in each of your responses if the responses are not clearly written in the comments section of the proposal.

4.0.6 Section 6 – Variances. All variances to this RFP’s requirements and specifications must be listed in this section, if they are to be considered as part of the final contract, regardless if they appear anywhere else in your response.

4.0.7 Section 7 – Pricing Proposal. Provide the names, addresses, contact persons and telephone numbers of recycling processors you plan to use. State what you will charge for each ton of recyclables you collect and deliver to recycling processors during the Term.

4.0.8 Section 8 – Financial Statements. Include audited financial statements from your most recently completed fiscal year. These statements must demonstrate your firm’s financial stability, solvency, and condition.

4.0.9 Section 9 - Project Schedule. Provide a target date for providing documentation for the required performance bond and insurance. Indicate when and how you will establish collection routes to minimize service complaints and steps to be taken to minimize complaints. Identify the project manager and his/her major project responsibilities.

4.0.10 Section 10 - Alternatives. The Prospective Provider may propose other optional services or enhancements to the Scope of Services. All proposed optional or enhanced services must be clearly described in the Prospective Provider’s proposal and the benefits the City will gain by accepting the optional or enhanced services must be accurately stated. Any and all costs associated with the optional or enhanced services must also be stated in such a manner that the City can make an obvious comparison between the benefits and costs. Consideration for acceptance of said optional services shall be based upon best-value and public benefit as solely determined by the City. Providers who choose to propose an approach that is not similar to the scope of services provided herein shall NOT be penalized in any degree or to any extentas long as the approach they shall provide is completely and thoroughly outlined and is presented in a concise and comprehensive manner that the City can clearly understand.

4.0.11 Section 11 - E-VERIFY AND SAVE REQUIREMENTS. The Contractor shall comply with O.C.G.A. sec. 13-10-19 and Georgia D.O.L. Rule 300-1.02. The Contractor and any subcontractors shall provide evidence of compliance by executing the Contractor Affidavit and Agreement included in the Request for Proposal.

# 5.0 Proposal Requirements

5.0.1 The selected Service Provider shall provide all supervision, materials (**including 18 gallon** recycling bins with the City logo and approved by the Assistant City Manager Public Works – one per dwelling unit), equipment, labor, and all other items necessary to provide Recycling Services under this Agreement. Service Provider must also have available for purchase by residents a 95 gallon cart clearly marked for recyclables. Price for the purchase of the 95 gallon cart must be listed in the proposal.

5.0.2 The Service Provider shall collect all recyclables included in the List of Recyclables for FY 2018-2019 from all dwelling units in buildings containing one (1) to four (4) dwelling units in the City that are set out

in compliance with the City's Solid Waste and Recycling Ordinance. Recyclables may be set out in bins ranging in size from 18 gallon bins to 95 gallon wheeled carts previously purchased.

5.0.3 Service Provider must disclose any exceptions to the terms and conditions of the RFP in its response. Failure to raise exceptions to the provisions of the RFP shall be deemed as acceptance of the RFP provisions in the event of selection of the Service Provider to provide Recycling Services.

5.0.4 Service Provider must comply with the City Solid Waste Ordinance and shall provide Recycling Services in accordance with City Collection Areas, Collection Days and Holidays. (see attachment)

5.0.5 At the end of each month the selected Service Provider shall provide copies of all deposit slips from recycling processors for recyclables collected in the City and deposited at recycling processors. Each slip must show the name of the recycling processor, name of the Service Provider, date and time of delivery, vehicle number, and net pounds or tons of recyclables deposited. Recyclables collected in the City shall not be combined with recyclables collected from any other jurisdiction. Failure to meet this requirement is a breach of this Agreement.

5.0.6 For the purpose of this Agreement, Definitions in Section 9.0 shall apply.

# 6.0 Technical Proposal

Complete the following section indicating whether the Recycling Services offered meet the stated requirement. Check column Y for Yes and column N for No. If the Recycling Services do not fully meet the requirement, provide an explanation in the ‘Comments’ column including how the requirement will be met. If additional space is required, please attach any necessary documentation.

# 6.1 Scope of Recycling Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.1.1 | Single Dwelling Units. Once a week during the Term on the scheduled Collection Day between 7:30 a.m. and 6:00 p.m., the Service Provider shall collect Recyclables from each of the approximately 6,100 buildings in the City that contain one- to four-dwelling units, provided that Recyclables are placed in, on or beside a clearly marked recyclables or the approved recyclable container provided by the service provider at Curbside before 7:30 a.m. on  Collection Day or prior to the arrival of a collection vehicle. |  |  |  |
| 6.1.2 | Exceptions List. During the Term on the scheduled Collection Day between 7:30 a.m. and 6:00 p.m., the service provider shall collect Recyclables from each dwelling unit in one- to four-dwelling unit buildings in the City that is on the Exceptions List from the location indicated on the Exceptions List, provided that Recyclables have been placed in the designated location before 7:30 a.m. on Collection Day or prior to the arrival of a collection vehicle. |  |  |  |
| 6.1.3 | Recycling Services Brochure and Poster. At the beginning of the Term the Service Provider shall create a Recycling Services brochure and distribute it to all dwelling units eligible for Recycling Services. The purpose of the brochure will be to encourage increased recycling and explain Recycling Services. A poster should |  |  |  |

also be created which describes which materials are recyclable in the program. The City Manager and city Public Works staff will approve brochures prior to printing. The Service Provider will provide the City with a sufficient number of brochures to distribute to all new residents who are prospective recipients of Recycling Services. An electronic copy of the brochure will also be made available online. A minimum of 500 posters will need to be printed.

6.1.4 Public Information and Education. Informing and educating the public about Recycling Services will be primarily the responsibility of the Service Provider to include but not limited to participation in public events such as: electronics recycling events, earth day events, Keep America Beautiful, etc.

# 6.2 Performance Standards

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.2.1 | Completion of Collection Routes. All collection routes in a Collection Area must be completed on the scheduled Collection Day. Variances in scheduled collections shall be permitted only upon the mutual agreement of the City and the Service Provider, and when it is reasonably determined that a variance is necessary due to unusual circumstances. Unless agreed upon in advance, failure to complete a collection route within the scheduled period will result in a monetary penalty of 1% of the total invoiced amount for each occurrence to be deducted from the next submitted invoice. |  |  |  |
| 6.2.2 | Complaints about Missed Collections. All complaints shall be shall be given prompt and courteous attention. Complaints about Recycling Services may be made directly to the Service Provider by the recipient of the service or may be made indirectly by the City. In the case of alleged missed collections, the Service Provider shall investigate, and if allegations are verified, shall arrange for the collection of missed Recyclables within 24 hours after the complaint is received. Verified complaints about missed collections are expected to average less than one (1) per Collection Day during the Term. Should verified complaints exceed an average of more than two per day over five business days, a monetary penalty of 2% of the total invoiced amount will be deducted from the next submitted invoice. |  |  |  |
| 6.2.3 | Complaints about the Quality of Service. All complaints shall be shall be given prompt and courteous attention. Complaints about Recycling Services may be made |  |  |  |
|  | directly to the Service Provider by the recipient of the service or may be made indirectly by the City. In the case of a complaint about the quality of service, the Service Provider shall investigate within 24 hours, and if allegations are verified, shall take immediate appropriate action to prevent a recurrence of the substandard quality of service. Of particular concern are complaints about employee attitudes and conduct and inconsistency in service time and quality that generate complaints from service recipients. The Service Provider will provide, with the invoice, a list of all complaints received that month by street address with a summary of the issue involved and the resolution. Unresolved complaints shall be brought to the attention of the Assistant City Manager - Public Works or his/her designee within one week of the original complaint. |  |  |  |
| 6.2.4 | Non-complying Dwelling Units. The Service Provider shall notify residents of dwelling units that fail to comply with requirements for the collection of recyclables. Notices may be made in person, in writing, or by telephone. The goal of each notice is to encourage voluntary compliance with the City Solid Waste and Recycling Ordinance and this Agreement. |  |  |  |
| 6.2.5 | Performance Bond. The Service Provider is required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of 100% of contract amount (**estimated FY1617 $350,000**) and may provide for a pro rata reduction or increase therein during the Term. The Service Provider shall pay the premium for the bond. A certificate from the surety showing that the bond premium is paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia. Attorneys-in-fact who sign performance bonds or contract bond must file with each bond a certified and effectively dated copy of their power of attorney. |  |  |  |

# 6.3 Legal Standards

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.3.1 | Compliance with Laws - The Service Provider shall conduct operations pursuant to this Agreement in compliance with all applicable federal, state, and local statutes, laws, ordinances and regulations. In the event that the collection of any Recyclable shall become restricted or prohibited by any applicable law, rule or regulation, such Recyclable shall be eliminated from this Agreement. |  |  |  |
| 6.3.2 | Licenses and Taxes - The Service Provider shall obtain and maintain all licenses and permits (other than the |  |  |  |
|  | license and permit granted by this Agreement) required for it to perform its duties pursuant to this Agreement. |  |  |  |
| 6.3.3 | Nondiscrimination - The Service Provider shall provide equal employment opportunity to all persons, according to applicable law, regardless of sex, race, creed, religion, national origin, political affiliation, age, disabled status, or sexual orientation. |  |  |  |
| 6.3.4 | Indemnity **-** The Service Provider will indemnify and save hold harmless City; its elected officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys’ fees, but only to the extent resulting solely from a willful, grossly negligent or negligent act or omission of the Service Provider, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that the Service Provider shall not be liable for any suits, expenses and attorneys’ fees arising out of the award of this Agreement. |  |  |  |
| 6.3.5 | Hauling - All recyclables transported by the Service Provider along City roadways shall be secured in such a manner as to prevent them from falling, leaking or being blown from transporting vehicles. For verified reported instances of violations of this Code section a monetary penalty of $100.00 for each occurrence to be deducted from the total amount of the next submitted invoice. |  |  |  |
| 6.3.6 | Disposal of Recyclables - Depositing Recyclables in a landfill is considered to be a violation of this Agreement and is strictly prohibited. Each verified occurrence will result in a monetary penalty of $2,000 deducted from the total amount of the next submitted invoice. Multiple fines will result in the termination of this Agreement. |  |  |  |
| 6.3.7 | Default - The Service Provider shall not be deemed to be in breach of contract unless it has received written notice of a default pursuant to this Agreement, and has failed to cure or commence to cure such default within fifteen (15) days after receipt of such notice. |  |  |  |

# 6.4 Accessibility and Responsiveness

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.4.1 | Office - The Service Provider shall maintain an office or such other facilities in metropolitan Atlanta through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:00 p.m., Monday through Friday. During the Term, the Service Provider shall also maintain a hot-line telephone number and an email address through which it can be contacted and messages left when the office is closed. Unless there is a valid explanation (such as equipment failure) a monetary penalty of $25.00 to be |  |  |  |
|  | deducted from the total amount of the next submitted invoice for each verified failure to meet this requirement. |  |  |  |
| 6.4.2 | Point of Contact - All official dealings, contacts, etc. between the Service Provider and the City shall be directed to a person or persons designated by the Service Provider and the City's Assistant City Manager – Public Works. |  |  |  |
| 6.4.3 | Responses to Recycling Services Recipients. The Service Provider shall make every effort to respond promptly to all complaints about Recycling Services via telephone, email or in person. If the service recipient is at fault for missed recyclables, an agent or representative of the Service Provider shall explain the problem and suggest ways to prevent a recurrence. |  |  |  |

# 6.5 Insurance

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.5.1 | Insurance - The Service Provider shall at all times during the Term maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance, including contractual liability coverage. The Service Provider agrees to furnish City with certificates of insurance at the time this Agreement is executed. The policies shall name the City as an additional insured and the certificates shall contain the following express obligations:  "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."  **Additional Insured-The Contractor shall name the**  **Owner as an additional insured and shall provide Owner with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists owner as additional insured for said contract in the policy for said work by Contractor on behalf of this Contract.**  For the purpose of this Agreement, the Service Provider shall carry the following types of insurance in at least the limits specified below: |  |  |  |
| 6.5.2 | Worker's Compensation - Statutory Limits |  |  |  |
| 6.5.3 | Bodily Injury and Property Damage, Liability (except auto) - $1,000,000 each occurrence, $1,000,000 aggregate |  |  |  |
| 6.5.4 | Automobile Bodily Injury - $1,000,000 each person |  |  |  |
| 6.5.5 | Liability - $1,000,000 each occurrence |  |  |  |
| 6.5.6 | Automobile Property Damage - $1,000,000 each Liability occurrence |  |  |  |
| 6.5.6 | Excess Umbrella, Liability - $1,000,000 each occurrence |  |  |  |

# 6.6 Payment for Recycling Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Requirement** | **Y** | **N** | **Comments** |
| 6.6.1 | Billing by the Service Provider – The Service Provider shall bill the City within five (5) business days after the first day of the current Billing Month for its Recycling Services rendered during the previous Billing Month. Each bill shall include an original invoice, copies of deposit slips from recycling processor(s) for all Recyclables collected in the City by the Service Provider during the previous month, and a list of complaints (if any) about Recycling Services during the previous month. The amount billed shall be the total number of tons deposited as indicated on the deposit slips times the Cost per Ton. **A report shall accompany the invoice which summarizes the tonnage collected into the categories of newspaper, junk mail/cardboard, glass, metal, and plastic.** |  |  |  |
| 6.6.2 | Payment by the City. The City shall prepare a batch payment request within ten (10) business days after receiving the original invoice with supporting deposit slips from the Service Provider and issue a check for the full amount due within fifteen (15) business days after receiving the bill. |  |  |  |
| 6.6.3 | Selection of Recycling Processor(s). The Service Provider may take Recyclables to one or more recycling processors, at its sole discretion, provided the recycling processor(s) issue deposit slips suitable for photocopying for each load of Recyclables deposited at its facility or facilities. Each slip must show the name of the recycling processor, name of the Service Provider, date and time of delivery, vehicle number, and net pounds or tons of recyclables deposited. |  |  |  |

# 7.0 Selection Criteria

The winning Service Provider will be selected based on a number of factors. Price is but one of a number of important criteria. The following is a list that the City will use in evaluating responses to this RFP:

* Fulfillment of requirements for submitting a proposal
* Likelihood of successful implementation
* Price (dollar amount per ton to provide Recycling Services)
* Experience in providing Recycling Services
* Equipment available for Recycling Services
* Documentation
* References

# 8.0 Procedural Issues

8.1.1 It is anticipated that an Agreement between the City and selected Service Provider will result from negotiations; therefore, respondents should be prepared to use their proposals as the basis of the Agreement including provisions for insurance, liability, performance bond and other standard Agreement terms and conditions. Service Providers shall include a copy of their proposed, standard Agreement as an appendix to their responses.

8.1.2 The City reserves the right to award an Agreement to the Service Provider whose proposal, and any resulting negotiations, are deemed to be in the best interest of the City.

8.1.3 The City may terminate the Agreement, with thirty (30) days written notification, if the Service Provider fails to perform in accordance with the terms and conditions of the Agreement.

8.1.4 No modification or amendment to the Agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Agreement must be forwarded to the City for prior review and approval.

8.1.5 The Service Provider agrees that at all times its employees will observe and comply with City codes.

8.1.6 Submittal of a proposal indicates acceptance by respondent of the conditions contained in this request. The City of Decatur reserves the right to reject without prejudice any or all proposals. The City of Decatur reserves the right to waive formalities and negotiate with any respondents.

8.1.7 All documents submitted in response to this RFP are subject to disclosure as required by the Georgia Open Records Act.

# 8.2 Governing Law

The resulting agreement between the City and selected Service Provider shall be construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia (except for choice of law principles thereof). In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties agree that the proper forum for any cause of action shall be the Superior Court of DeKalb County, Georgia, and the parties agree to subject themselves to the personal jurisdiction of the Superior Court of DeKalb County, Georgia.

# 9.0 Definitions

|  |  |
| --- | --- |
| **Item** | **Definition** |
| 9.0.1 | *Agreement* - means this Recycling Services Agreement between City and Service Provider, including the Performance Bond and any addenda or changes to the foregoing documents agreed to by City and the Service Provider or previous recycling service provider. |
| 9.0.2 | *Approved Recyclables Container* - means a durable plastic container of a capacity not to exceed 18 gallons with the City's logo and a recycling symbol clearly visible on one side, or any other clearly marked container approved by the City. |
| 9.0.3 | *City* - means the City of Decatur, Georgia. |
| 9.0.4 | *Billing Month* - means each calendar month in the Term beginning July 1, 2018. |
| 9.0.5 | *Collection Area* - means a defined area of City in which collection of refuse and recyclables is to occur on a designated Collection Day. |
| 9.0.6 | *Collection Day* - means the day of the week designated by City for collection of refuse and recyclables in a Collection Area. |
| 9.0.7 | *Cost per Ton* - means the dollar amount per ton the City will pay the Service Provider for providing Recycling Services during the Term. |
| 9.0.8 | *Curbside* - means that location, with respect to a Dwelling Unit, which is most immediately adjacent to a City street or State or Federal highway. |
| 9.0.9 | *Dwelling Unit* - means a residence for one (1) family. |
| 9.0.10 | *Exceptions List* – means a written list of Dwelling Units whose residents have been determined by City's Sanitation Services Superintendent to warrant one or more exceptions to City's usual Solid Waste and Recycling collection policies. The list will not exceed 2% of the total Dwelling Units in buildings with one (1) to four (4) Dwelling Units and will include the property address and the specific exception or exceptions to normal collection policies. |
| 9.0.11 | *Hazardous Waste* - means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a “hazardous waste,” a “hazardous substance,” a “toxic substance,” or similar designation under any federal, state or local environmental law. |
| 9.0.12 | *HDPE* - means high-density polyethylene, a type of plastic resin. AKA plastic no. 2. |
| 9.0.13 | *Holidays* - means holidays observed shall be the same as is listed in City Personnel Rules and Regulations which are:  New Year's Day – January 1  Martin Luther King, Jr. Day – Third Monday in January  President's Day - Third Monday in February  Memorial Day – Last Monday in May Independence Day – July 4  Labor Day – First Monday in September  Thanksgiving Day – Last Thursday in November and  Friday after Thanksgiving Day  Christmas Day, plus one day designated by City Manager  Or other days as designated by the Decatur City Commission |
| 9.0.14 | *Landfill* - means a disposal site for disposing of municipal solid waste. |

|  |  |
| --- | --- |
| 9.0.15 | *LDPE –* means low density polyethylene, a type of plastic resin. AKA plastic no. 4. |
| 9.0.16 | *Other –* means any other plastic that does not fall into any of the other 6 categories. An example is melamine, which is often used in plastic plates and cups. AKA plastic no. 7. |
| 9.0.17 | *PET* - means polyethylene terephthalate, a type of plastic resin. AKA plastic no. 1. |
| 9.0.18 | *PP –* polypropylene, a type of plastic resin. AKA plastic no. 5. |
| 9.0.19 | *PS –* means polystyrene, a type of plastic resin. AKA plastic no. 6. |
| 9.0.20 | *PVC –* means polyvinyl chloride, a type of plastic resin. AKA plastic no. 3. |
| 9.0.21 | *Recyclables* – means materials designated by City Manager to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. For the purpose of this Agreement, Recyclables include newsprint; aluminum cans; steel cans; clear, brown and green glass bottles and jars telephone books; magazines, catalogs; mixed paper; corrugated cardboard (without plastic coating); chipboard; #1-7 Plastic bottles (PET, HDPC, PVC, LDPE, PP, PS, Other). Recyclables do not include Hazardous Waste or items contaminated with food waste. |
| 9.0.22 | *Recycling* - means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator |
| 9.0.23 | *Recycling Bin* - means an Approved Recyclables Container or other clearly marked container. |
| 9.0.24 | *Recycling Services*  - means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables |
| 9.0.25 | *Refuse* - means garbage or trash. It is interchangeable with the term solid waste. |
| 9.0.26 | *RFP* - means request for proposals. |
| 9.0.27 | *Service Provider*  - means the company or organization awarded the Recycling Services Contract by the City of Decatur City Commission |
| 9.0.28 | *Term* - The term of the Service Providers performance of Recycling Services pursuant to this  Agreement ("Term”) shall commence on July 1, 2018 and shall continue through June 30, 2019 ("Initial Term"). Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive twelve-month period ("Renewal Term") commencing on July 1, 2019. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive twelve-month period ("Renewal Term") commencing on July 1, 2020. In any event, the Term shall terminate no later than June 30, 2019. |
| 9.0.29 | *Verified* - means confirmation by the Assistant City Manager - Public Works or his/her designee of the accuracy of a statement or complaint from a service recipient following an investigation to determine the facts of each case. |

The ***Georgia Illegal Immigration Reform and Enforcement Act of 2011*** that was adopted by the Georgia General Assembly requires cities and counties to:

1. Ensure that all contractors, subcontractors and sub-subcontractors participate in the federal work authorization program, E-Verify; and

1. Verify the legal status of applicants for Georgia “public benefits” through a sworn affidavit verifying the applicant's lawful presence in the United States.

E-Verify is a federal work authorization program that allows businesses and



government agencies to determine the eligibility of their employees to work in the United States. It is also referred to as the Federal Worker Authorization Program or FWAP.

# Contractor Verification

* The City must obtain an E-Verify affidavit from all contractors and subcontractors providing services to the City. This includes construction contracts, recycling services, hardware installation and maintenance (computers, copiers, printers…), development services, pool services, etc. for contracts **over $2,499.99**.
* **Excludes** attorneys and other individuals licensed through the Secretary of State under Title 43 such as accountants, architects, engineers, land surveyors, plumbers, real estate appraisers and pest control providers.
* Contractor must verify through an affidavit that it is registered with and participates in the federal work authorization program, E-Verify.



*What are E*

*-*

*V*

*erify and SAVE?*

* The signed affidavit needs to be attached to the contract or agreement before being delivered to the City Manager for her signature.
* Other agencies may request the same affidavit of the City along with the City’s E-Verify number which is **67951**.

# SAVE –Systematic Alien Verification for Entitlements

The SAVE Program is an inter-governmental initiative designed to aid benefit-granting agencies in determining an applicant’s immigration status, ensuring that only entitled applicants receive federal, state, or local public benefits. • Public benefits include: *retirement, health insurance, disability insurance, alcoholic beverage licenses, and occupation tax certificates. EFFECTIVE JULY 1, 2013, NO LONGER REQUIRED FOR CONTRACTS.*

* Georgia law requires that the applicant provide a “secure and verifiable identity document” with the affidavit.
* Unlike E-verify, SAVE does NOT verify status for employment.

The above requirements are mandated to the City of Decatur by the State of Georgia. For more information, you can visit the

Georgia Attorney General’s website a[t http://law.ga.gov a](http://law.ga.gov/)nd look up Immigration Reports. Other resources include the Georgia Municipal Association[, www.gmanet.com,](http://www.gmanet.com/) Department of Homeland Security[, www.dhs.gov,](http://www.dhs.gov/) and U.S. Citizenship and Immigration Services[, www.uscis.gov.](http://www.uscis.gov/)

# *E-Verify Contractor Affidavit*

## Pursuant to O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of the City of Decatur 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 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

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# *E-Verify Subcontractor Affidavit*

## Pursuant to O.C.G.A. § 13-10-91(b)(3)

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 with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contractor) on behalf of the City of Decatur 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a subsubcontractor 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 Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Project

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# *E-Verify Sub-Subcontractor Affidavit*

## Pursuant to 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 with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has contract) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contractor) on behalf of the City of Decatur 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 subsubcontractor has contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has 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 Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Project

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# *SAVE Affidavit Verifying Applicant Status for* *City of Decatur Public Benefit*

By executing this affidavit under oath, as an applicant for a public benefit referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my City of Decatur, Georgia, application for: (check all that apply)

 Business license or  Taxi permit

occupation tax certificate  Other public benefit Specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alcohol license

If applying on behalf of a business, specify the name and address of the business:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*I agree to provide at least one secure and verifiable identification document as required of every applicant for a public benefit under O.C.G.A. § 50-36-1 (f) (1). Such documents are defined by O.C.G.A. § 50-36-2 and made available on the State Attorney General’s website.*

1. \_\_\_\_\_\_ I am a United States citizen **OR**
2. \_\_\_\_\_\_ I am a legal permanent resident **OR**
3. \_\_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (f) (1) (A), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A current list of secure and verifiable documents can be found on the Georgia Attorney General’s website at [http://law.ga.gov/immigration-reports.](http://law.ga.gov/immigration-reports)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia, and face criminal penalties as allowed by such statute.

Signature of Applicant Date

|  |  |
| --- | --- |
| SUBSCRIBED AND SWORN BEFORE  ME ON THIS THE \_\_\_ DAY OF  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_    Notary Public  My Commission Expires: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Printed Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alien registration number for non-citizens

\* Note: O.C.G.A. § 5-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien,” legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECYCLING SERVICES AGREEMENT BETWEEN**

## THE CITY OF DECATUR, GEORGIA

**AND XXXXXX COMPANY, INC.**

**THIS RECYCLING SERVICES AGREEMENT** is made and entered into effective as of July 1, 2015, by and between the **CITY OF DECATUR**, a municipal subdivision of the State of Georgia, hereinafter referred to as “City”, and **XXXXXX COMPANY, INC.**, a Georgia corporation, hereinafter referred to as “XXXXXX.”

**BACKGROUND STATEMENT:**

City is desirous of securing the services of XXXXXX to provide Curbside collection of Recyclables (“Recycling Services”) from Residential Units for and on behalf of City, and XXXXXX desires to provide the Recycling Services for and on behalf of City.

NOW, THEREFORE, in consideration of the promises and the reciprocal covenants contained herein, it is hereby agreed as follows:

### 1. DEFINITIONS

1.1 Agreement - means this Recycling Services Agreement between City and XXXXXX , including the Performance Bond and any addenda or changes to the foregoing documents agreed to by City and XXXXXX .

1.2 Approved Recyclables Container - means a durable plastic container of a capacity not less than 18 gallons, unless approved by City, with the City’s logo and a recycling symbol clearly visible on one side, provided by XXXXXX. (See City Solid Waste Ordinance, Sec. 82-1.)

1.3 Billing Month - means each calendar month in the Term beginning July 1, 2015.

1.4 Collection Area - means a defined area of City in which collection of refuse and recyclables is to occur on a designated Collection Day. (See City Solid Waste Ordinance, Sec. 82-31.)

1.5 Collection Day - means the day of the week designated by City for collection of refuse and recyclables in a Collection Area. (See City Solid Waste Ordinance, Sec. 82-

31.)

1.6 Commercial Establishment – means any location used for business purposes, including retail and wholesale uses.

1.7 Curbside - means that location, with respect to a Residential Unit, which is most immediately adjacent to a paved or traveled City roadway, which is of sufficient dimensions to accommodate XXXXXX’s collection vehicles.

1.8 Dwelling Unit - means a residence for one (1) family. (See City Solid Waste Ordinance, Sec. 82-1.) There may be as many as four (4) Dwelling Units in a Residential Unit.

1.9 Exceptions List - means a written list of Dwelling Units whose residents have been determined by City’s Sanitation Services Superintendent to warrant one or more exceptions to City’s usual Solid Waste collection policies. The list will include the property address and the specific exception or exceptions to normal collection policies.

1.10 Hazardous Waste - means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a “hazardous waste,” a “hazardous substance,” a “toxic substance,” or similar designation under any federal, state or local environmental law. (See City Solid Waste Ordinance, Sec. 82-1.)

1.11 Holidays - means holidays observed shall be the same as is listed in City Personnel Rules and Regulations which are:

New Year’s Day - January 1

Martin Luther King, Jr. Day - Third Monday in January

President’s Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Thanksgiving Day - Last Thursday in November and

Friday after Thanksgiving Day

Christmas Day, plus one day designated by City Manager

The City shall provide XXXXXX with a schedule of holidays during the Term. XXXXXX shall observe City holidays by scheduling Recycling Services in accordance with the City Solid Waste & Recycling Services.

1.12 Institutions – means any location used as a school, hospital, church, office, and other similar use.

1.13 Landfill - means a disposal site for disposing of municipal solid waste.

1.14 Multi-Dwelling Units – means a residence with more than four (4) dwelling units.

1.15 Recyclables - means materials designated by City to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. (See City Solid Waste Ordinance, Sec. 82-1.) For the purpose of this Agreement, Recyclables shall include but not limited to newsprint, aluminum cans, steel cans, glass bottles (clear, amber and green), telephone books, magazines, catalogs, mixed paper, corrugated cardboard (without plastic coating), chipboard, plastics containers #1-7. Recyclables do not include Hazardous Waste or items contaminated with food waste. The City and XXXXXX agree to periodically discuss the addition and deletion of items from the foregoing list based on market conditions and City’s needs.

1.16 Recycling - means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing Recyclables into a Landfill or incinerator.

1.17 Recycling Bin - means an Approved Recyclables Container.

1.18 Recycling Services - means curbside collection of Recyclables.

1.19 Refuse - means garbage or trash. It is interchangeable with the term solid waste.

1.20 Residential Unit - Any freestanding structure that contains from one (1) to four (4) Dwelling Units. (See City Solid Waste Ordinance, Sec. 82-1.) There are approximately 6,000 Residential Units in the City.

1.21 Special Case - means the one Dwelling Unit that is not in a Residential Unit, but which received recycling services prior to the first agreement between City and XXXXXX, and City chose to enter into a special arrangement with XXXXXX to continue to provide recycling services.

1.22 Term - The term of XXXXXX’s performance of Recycling Services pursuant to this Agreement (“Term”) shall commence on July 1, 2015 and shall continue through June 30, 2016.

### 2. RESPONSIBILITIES OF CITY UNDER THIS AGREEMENT

2.1 Recycling Bins Provided by XXXXXX – XXXXXX shall provide one (1) or more Recycling Bins to each Dwelling Unit at the request of the resident.

2.2 Number of Multi-Dwelling Units – The City shall provide XXXXXX with a list of all Multi-Dwelling Units for which Recycling Services are to be provided pursuant to this Agreement. City shall, in consultation with XXXXXX, adjust the number of MultiDwelling Units eligible for Collection Services.

2.3 Collection Area – The City shall designate a Collection Area for each Collection Day in accordance with City Solid Waste Ordinance, Sec. 32-31.

2.4 Compensation to be Paid to XXXXXX by City

2.4.1 Rate - During the Term, the City shall pay XXXXXX for Recycling Services at the rate of $XX.00 per ton of Recyclables collected. Effective with respect to the first Billing Month of each Renewal Term, the rate to be paid by City to XXXXXX during the Renewal Term shall be increased to reflect the increase in the Consumer Price Index (the “CPI”) for Urban Wage Earners and Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics during the twelve (12) month period ending on the last day of the April Billing Month preceding the Renewal Term. In the event that the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI or materially modifies the manner in which the CPI is calculated, the parties agree to substitute another similar measure of the change in the cost of goods and services.

2.4.2 Payment by the City – The City shall prepare a batch payment request within ten (10) business days after receiving the original invoice with supporting deposit slips from XXXXXX and issue a check for the full amount due within fifteen (15) business days after receiving the bill.

2.4.3 Adjustments for Changed Circumstances - Any change by the City which results in increased costs per Dwelling Unit, Multi-Dwelling Unit, Commercial Establishment, or Institution to XXXXXX including, without limitation, changes in volume or frequency of collection, changes in the type or quantity of materials required to be collected, and changes in City ordinances, rules, regulations or policies, shall become an obligation of XXXXXX only upon prior agreement with City with respect to rates to be charged by XXXXXX for such changes in service. City represents and warrants that it has not made any announcements or changes in ordinances, rules, regulations or policies which would result in the increase of costs per Dwelling Unit within the last six (6) months.

2.5 City to Act as Collector - City shall be the sole collector of payments from all Residential Units for Recycling Services provided by XXXXXX under this Agreement.

2.6 Complaints about Recycling Services - City’s Sanitation Services Superintendent shall work with XXXXXX to minimize the number of complaints by residents about Collection Services.

2.7 Right to Audit - City shall have the right, upon thirty (30) days advance written notice to XXXXXX, to audit any of the reports, records or documents of XXXXXX relating to the computation of the compensation to be paid by City to XXXXXX. In addition, City shall have the right to conduct performance audits to gauge, observe and evaluate the performance level of XXXXXX. The performance audit will evaluate program quality, effectiveness, efficiency, image, customer satisfaction, contract compliance and disposition of collected Recyclables. City maintains the right to conduct a performance audit at any time without prior notice.

### 3. RESPONSIBILITIES OF XXXXXX UNDER THIS AGREEMENT

3.1 Supervision. Equipment. Materials and Labor Provided by XXXXXX- XXXXXX shall provide all supervision, materials, equipment, labor and all other items necessary to provide Recycling Services under this Agreement. All vehicles and other equipment shall be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of

XXXXXX.

3.2 Scope of Services - Once a week during the Term on the scheduled Collection Day between 7:30 a.m. and 6:00 p.m., XXXXXX shall collect Recyclables from each Residential Unit included on the list of Residential Units provided by City to Latham Home Sanitation. In order to be collected, all Recyclables must be placed in an Approved Recyclables Container at Curbside before 7:30 a.m. on Collection Day or prior to the arrival of a collection vehicle. XXXXXX shall also collect Recyclables from Approved Recyclables Containers from each Dwelling Unit within a Residential Unit on the Exceptions List in accordance with the provisions and guidelines set forth within the City’s Solid Waste Ordinance, provided that such Recyclables have been placed in the designated location before 7:30 a.m. on Collection Day or prior to the arrival of a collection vehicle. XXXXXX will complete all collection routes in a Collection Area on each Collection Day. Variances in scheduled collections shall be effective only upon the mutual agreement of City and XXXXXX and when it is reasonably determined that a variance is necessary due to unusual circumstances. Unless prior mutual agreement is reached as to a variance in scheduled collections, failure to complete a collection route within the scheduled period shall result in a monetary penalty of 1% of the total invoiced amount for each occurrence, which will be deducted from the next submitted invoice.

3.3 Commercial Establishments, Institutions and Multi-Dwelling Units. Once a week during the Term on the scheduled Collection Day between 7:30 a.m. and 6:00 p.m., XXXXXX shall collect specific Recyclables from designated locations at each Commercial Establishment, Institution and Multi-Dwelling Unit whose owner or manager has made arrangements with XXXXXX to receive recycling services, provided the Recyclables are accessible, prepared in accordance with the conditions agreed to by the owner or manager and XXXXXX, and are within the commodity guidelines of the City’s Solid Waste Ordinance. XXXXXX will also seek to collect an additional commodity of white office paper from Commercial Establishments and Institutions. Commercial Establishments, Multi-Dwelling Units, and Institutions collection schedules will be established according to the volume, container size, and commodities being collected from each location. XXXXXX shall have the right to discontinue Recycling Services to any Commercial Establishment, Multi-Dwelling Unit, or Institution where the particular circumstances pertaining to such location would render it impracticable to provide such Recycling Services.

3.4 Billing by XXXXXX - XXXXXX shall bill City within five (5) business days after the first day of the current Billing Month for its Recycling Services rendered during the previous Billing Month. Each bill will include an original invoice, copies of deposit slips from recycling processor(s) for all Recyclables collected in the City by XXXXXX during the previous month, and a list of complaints (if any) about recycling services during the previous month. The amount billed will be the total number of tons deposited as indicated on the deposit slips times the cost per ton, less any applicable penalties incurred.

3.5 Complaints – All complaints received by XXXXXX with regards to the Recycling Services shall be given prompt and continuous attention. XXXXXX will maintain a hotline with live customer service representatives from 8:00 a.m. to 4:00 p.m. on all Collection Days. A voice mail service and an e-mail address will be maintained by XXXXXX outside these times to allow twenty-four (24) hour availability to register complaints. In the case of alleged missed collection, XXXXXX shall investigate and, if such allegations are verified, shall arrange for the collection of the missed Recyclables within 24 hours after the complaint is received. If after investigation, XXXXXX determines that the service recipient is at fault for the missed recyclables, XXXXXX will explain the problem to the service recipient and suggest ways to prevent recurrence of the problem. Verified complaints about missed collections are expected to average less than one (1) complaint per Collection Day during the Term. Should verified complaints exceed an average of more than two (2) per day over ten consecutive business days, a monetary penalty of 2% of the total invoiced amount will be deducted from the next submitted invoice. In the event of a complaint about the quality of service, XXXXXX will investigate within 24 hours, and if the allegations are verified, will take immediate appropriate action to prevent a recurrence of the substandard quality of service. XXXXXX will pay particular attention to demonstrating positive employee attitudes and conduct while providing consistency in service time and quality to minimize complaints from service recipients. XXXXXX will provide, with each invoice submitted hereunder, a list of all complaints received that month by street address with a summary of the issue involved and the resolution. XXXXXX will bring unresolved complaints to the attention of the Assistant City Manager - Public Works or the City Manager within one week of the original complaint.

3.6 Notices to Noncomplying Persons – XXXXXX shall notify residents of Dwelling Units that fail to comply with requirements for the collection of Recyclables. Such notices may be made in person, in writing, or by telephone. The goal of such notices is to encourage voluntary compliance with the City Solid Waste and Recycling Ordinance and this Agreement.

3.7 Office – XXXXXX shall maintain an office or such other facilities in metropolitan Atlanta through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:00 p.m., Monday through Friday. During the Term, XXXXXX shall also maintain a hot-line telephone number, an e-mail address through which it can be contacted and messages left when the office is closed. In the absence of a valid explanation (such as equipment failure), XXXXXX will be assessed a monetary penalty of $25 for each verified failure to meet this requirement, which penalty shall be deducted from the next submitted invoice.

3.8 Hauling - All recyclables transported by XXXXXX along City roadways shall be secured in such a manner as to prevent them from falling, leaking or being blown from transporting vehicles in accordance with City Solid Waste Ordinance, Sec. 82-36. For verified reported instances of violations of this Ordinance Code Section, XXXXXX shall be assessed a monetary penalty of $100.00 for each occurrence to be deducted from the total amount of the next submitted invoice.

3.9 Ownership and Disposal of Recyclables - XXXXXXshall be entitled to contract with or use any recycling facility that it selects, at its sole discretion, to dispose of the Recyclables collected pursuant to this Agreement, and City shall have no responsibility or liability with respect to such processing. The selected recycling processor must issue deposit slips suitable for photocopying for each load of Recyclables deposited at its facility or facilities. Each slip must show the name of the recycling processor, that it received recyclables from Latham Home Sanitation, the date and time of delivery, vehicle number and net pounds or tons of recyclables deposited. Once collected, Recyclables shall become the property of Latham Home Sanitation. XXXXXX acknowledges that depositing Recyclables in a Landfill is a violation of this Agreement and is strictly prohibited for any verified occurrence of XXXXXX depositing Recyclables into a Landfill; XXXXXX shall be subject to a $1,000 fine.

3.10 Point of Contact - All dealings, contacts, etc. between XXXXXX and the City shall be directed to a person or persons designated by XXXXXX and City’s Sanitation Services Superintendent or, in his/her absence, the Assistant City Manager – Public Works.

3.11 Compliance with Laws – XXXXXX shall conduct its operations pursuant to this Agreement in compliance with all applicable federal, state, and local statutes, laws, ordinances and regulations. In the event that the collection of any Recyclable shall become restricted or prohibited by any applicable law, rule or regulation, such Recyclable shall be eliminated from this Agreement.

3.12 Nondiscrimination – XXXXXX shall provide equal employment opportunity to all persons, according to applicable law, regardless of sex, race, creed, religion, national origin, political affiliation, age, disabled status, and sexual orientation.

3.13 Indemnity - XXXXXX will indemnify and save harmless City, its elected officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys’ fees, but only to the extent resulting solely from a willful, grossly negligent or negligent act or omission of XXXXXX, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that XXXXXX shall not be liable for any suits, expenses and attorneys’ fees arising out of the award of this Agreement.

3.14 Licenses and Taxes – XXXXXX shall obtain and maintain all licenses and permits (other than the license and permit granted by this Agreement) required for it to perform its duties pursuant to this Agreement.

3.15 Insurance – XXXXXX shall at all times during the Term maintain in full force and effect workmen’s compensation, bodily injury and property damage liability, automobile bodily injury, general liability, automobile property damage and excess umbrella liability. XXXXXX agrees to furnish City with certificates of insurance at the time this Agreement is executed. The policies shall name City as an additional insured and the certificates shall contain the following express obligations:

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

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

|  |  |
| --- | --- |
| Coverage | Limits of Liability |
| Worker’s Compensation | Statutory Limits |
| Bodily Injury and Property  Damage, Liability (except auto) | $1,000,000 each occurrence $1,000,000 aggregate |
| Automobile Bodily Injury | $1,000,000 each person |
| General Liability | $1,000,000 each occurrence |
| Automobile Property Damage | $1,000,000 each Liability occurrence |
| Excess Umbrella, Liability | $1,000,000 each occurrence |

3.16 Public Information and Education – At the beginning of the Term, XXXXXX shall create a new edition of the Recycling Services Brochure. The purpose of the Recycling Services Brochure will be to encourage recycling and to explain the Recycling Services. XXXXXX shall submit the brochure to the Assistant City Manager – Public Works and shall obtain the Assistant City Manager’s approval prior to printing.

XXXXXX will distribute the brochure to all Dwelling Units eligible for Recycling Services and shall provide the City with a sufficient number of brochures to distribute to all new residents of the City who are prospective recipients of the Recycling Services. In addition, XXXXXX shall provide a sufficient number of brochures to supply and replenish local site distributions within the City. XXXXXX will participate in E-Waste recycling events, Decatur Earth Day Events and will participate in and give presentations at neighborhood association meetings in the City in order to provide public information and education about recycling and to encourage recycling among the residents of the City.

### 4. RESPONSIBILITIES OF DWELLING UNITS - Dwelling Units from which

Recyclables are to be collected by XXXXXX pursuant to this Agreement shall have the following responsibilities. The failure of a Dwelling Unit to perform its obligations will relieve XXXXXX of the obligation to pick up the noncomplying Recyclables. City and XXXXXX will cooperate to furnish the Dwelling Units with educational information regarding their responsibilities.

4.1 Placement of Recyclables Container for Collection - Except for the Special Case, each Dwelling Unit must place all of its Recyclables in an Approved Recyclables Container. Except for Dwelling Units on the Exceptions List, each Dwelling Unit shall place the Recycling Bin as close as practicable to the Curbside without interfering with or endangering the movement of vehicles or pedestrians by 7:30 a.m. Collection Day. When construction work is being performed in the right-of-way that prevents Latham Home Sanitation’s collection vehicle from reaching the Curbside of the Dwelling Unit, the Recycling Bin must be placed as close as practicable to the nearest access point for the collection vehicle.

4.2 Hazardous Waste - Residents shall not place Hazardous Waste in a Recycling Bin.

4.3 Dangerous Animals - Owners of dangerous animals must be caged, chained or otherwise restrained so that they do not constitute a real or perceived safety or health hazard to Latham Home Sanitation’s employees.

4.4 **TRANSFERABILITY OF AGREEMENT** - No assignment of this Agreement or any right accruing pursuant to this Agreement shall be made in whole or in part by XXXXXXor City without the express written consent of the other party, which consent shall not be unreasonably withheld based on the financial viability of the assignee; in the event of any assignment, the assignee shall assume all the liabilities of the assigning party.

1. **EXCLUSIVE AGREEMENT** - During the Term, XXXXXX shall have the sole and exclusive right, license and privilege to provide the Recycling Services to all Dwelling Units within Residential Units within City.
2. **BREACH OR DEFAULT** - Except as otherwise provided herein, if either party (the “Breaching Party”) materially breaches this Agreement or defaults in the performance of any of its covenants or conditions contained herein, the other party (the “Non-Breaching Party”) gives the Breaching Party written notice of such breach or default (the “Notice of Breach”) and the Breaching Party fails to cure or commence to cure such breach or default within fifteen (15) days after the Notice of Breach, the Non-Breaching Party may: (i) terminate this Agreement as of any date which the Non-Breaching Party may select, provided that such date shall be at least thirty (30) days after the Notice of Breach, (ii) cure the breach or default at the expense of the Breaching Party; or (iii) have recourse to any other right or remedy to which it may be entitled, including but not limited to, the right to recover for all damages or losses suffered as a result of such breach or default. In the event the Non-Breaching Party waives default by the Breaching Party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
3. **FORCE MAJEURE** - If an event outside of the control of a party hereto (including, but not limited to, storms, floods, hurricanes, tornadoes, other acts of God, acts or omissions of government authorities, contractors or vendors, strikes, lockouts, other industrial disturbances or unavailability of materials, fuel, equipment or qualified labor) shall occur and shall cause such party to be unable to perform its obligations hereunder, then said party shall not be considered to have breached this Agreement or to be in default in the performance of its obligations hereunder, and the parties shall agree upon such reasonable variance from regular schedules, routes, charges and fees as shall be warranted by such event. However, XXXXXX shall make its best efforts to provide Recycling Services even during a disaster.

**OFFICIAL NOTICES** - All official notices, consents or other communications required or permitted hereunder shall be in writing and shall be delivered by (i) courier, (ii) facsimile (provided that facsimile shall only be an acceptable method of delivery if a separate copy is also sent by first class mail, postage prepaid) or (iii) certified or registered mail, postage prepaid, and return receipt requested. The addresses to be used are as follows:

If to XXXXXX to:

XXXXXX Company, Inc.

123 Main Street

City, Georgia 30000 Attention:

Facsimile Number (770) XXX - XXXX

If to City to:

City of Decatur

P.O. Box 220

Decatur, Georgia 30031-0220

Attention: Assistant City Manager – Public Works

Facsimile Number (404) 378-4153 With a copy to:

City of Decatur

P.O. Box 220

Decatur, Georgia 30031-0220

Attention: City Manager

Facsimile Number (404) 378-2678

Any party may change its address as shown above by giving notice to all other parties of its new address in accordance with this Section. All notices, consents or other communications shall be deemed delivered and received the day after delivered by courier or facsimile and three (3) days after being delivered by certified or registered mail.

1. **MODIFICATION** - This Agreement constitutes the entire agreement and understanding between the parties hereto, and supersedes any other writings by the parties with respect to the subject matter hereof. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
2. **EXHIBITS AND INCORPORATION BY REFERENCE** - All documents and exhibits attached to this Agreement or referred to herein are hereby incorporated herein by reference.
3. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
4. **BINDING EFFECT** - This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT** - This Agreement embodies the entire understanding and agreement between the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are superseded by this Agreement.
6. **REMEDIES -** Except for the right of termination, the sole remedy on the part of City for breach of this Agreement or failure to perform by XXXXXX shall be to make demand under the terms of the Performance Bond.

### 14. BOND

14.1 Performance Bond

14.1.1 XXXXXX is required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of 100% of contract amount and may provide for a pro rata reduction or increase therein during the Term.

14.1.2 XXXXXX shall pay the premium for the bond described above. A certificate from the surety showing that the bond premium is paid in full shall accompany the bond.

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

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

14.3 Default – XXXXXX shall not be deemed to be in breach of contract unless it has received written notice of a default pursuant to this Agreement, and has failed to cure or commence to cure such default within fifteen (15) days after receipt of such notice.

1. **CONSTRUCTION** - The parties hereto agree and acknowledge that each of the parties equally contributed to the drafting of this Agreement and, in the event any term or provision is determined to be ambiguous, such term or provision shall not be construed against the drafter of such term or provision.
2. **COMPUTATION OF TIME** - In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday according to the law of the State of Georgia, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or a legal holiday.
3. **MULTIPLE COUNTERPARTS** - This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement.
4. **AUTHORITY** - Any individual executing this Agreement in a representative capacity on behalf of an entity does hereby represent and warrant to all other parties to this Agreement that he or she has express authority to enter into this Agreement on behalf of such entity, which he or she purports to represent.
5. **REPRESENTATION** - City represents to XXXXXX that the principal payments under this Agreement, when added to the amount of debt incurred by City pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia do not exceed ten percent (10%) of the assessed value of all taxable property within City.
6. **OPEN RECORDS ACT** - All documents submitted to the City of Decatur are subject to the requirements of the Open Records Act.

## [SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized officers to set their hands and seals to this Agreement effective as of the day and year first above written.

**THE CITY OF DECATUR, GEORGIA**

SEAL of the City of By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Seal]

Decatur, Georgia City Manager

Attest: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk

(SEAL)

**XXXXXX COMPANY, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Seal]

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, XXXXXXCOMPANY, INC.

(hereinafter called “Principal”), as Principal, and American Contractors Indemnity Company, a Corporation (hereinafter called “Surety”) organized and existing under the laws of the State of California and authorized to transact business in the State of Georgia, as Surety, are held firmly bound unto the City of Decatur, Georgia (hereinafter called “Obligee”), as Obligee, in the penal sum of 100% of the Contract amount, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

CONTRACT AMOUNT: $200,000.00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated as of the 1st day of September, 2014, for curbside residential recyclables collection, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, BY THE CONDITION OF THIS OBLIGATION IS SUCH, That if the

Principal shall faithfully perform the Contract on its part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the Contract and indemnify and hold harmless the Obligee from all loss, cost or damage that it may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in fall force and effect.

PROVIDED, HOWEVER, That no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this \_\_\_\_st day of July 2015.

|  |  |
| --- | --- |
| (SEAL)  (SEAL) | XXXXXXCOMPANY, INC.  (Principal)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Surety)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    ATTORNEY-IN-FACT |

1. See 9.0 Definitions for the meaning of terms used in this RFP. [↑](#footnote-ref-1)