



**REQUEST FOR PROPOSAL
Number 09-12**

FOR

**RESIDENTIAL SOLID WASTE COLLECTION,
RECYCLING, AND YARD WASTE PROGRAM**

Any alterations to this document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Hoschton.

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Request for Proposals Solid Waste Collection and Recycling Program

Section 1.0 – Introduction/Overview

1.1 Purpose/Objective

The City of Hoschton (hereinafter, "City") has issued this Request for Proposals (hereinafter, "RFP") for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to provide Residential Solid Waste and Recycling Services.

1.2 Background

The City currently operates its solid waste collection services through a Contractor that collects residential garbage, residential recycling, and residential yard waste. The City has a residential customer base of approximately 573 homes (of which 100 qualify for our senior citizen discount) for once a week garbage, recycling, and yard waste service.

1.3 Inquiries

Direct questions related to this RFP to Wistar Harmon, Planning and Development, and submit such questions in writing, via email (preferable) to wharmon@cityofhoschton.com, or facsimile at (706) 654-3034, or via regular mail to City of Hoschton, Attention: Wistar Harmon, 79 City Square, Hoschton, GA 30548. Please include the RFP number, page, and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Offerors must clearly understand that the only official answer or position of the City will be the one stated in writing.

1.4 Method of Source Selection

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

An award, if made, will be made to the responsible Offeror whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP.

The City may, as is deemed necessary, conduct discussions with responsible Offerors that have been determined to be reasonably suspected of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.5 Minimum Criteria Response & General Questions

- Describe your customer service program in detail.
- Provide your most recent audited statement.
- Describe your Experience and Qualifications
- Describe any NOV's issued within the last five years at any of your Disposal Sites.
- List the designated Disposal Site available to your Firm and its expected closure date.
- Provide resumes of key employees.
- Provide references of cities similar in size and scope. Include the contact name, position, phone number, and email address.
- Describe your truck fleet and type of carts/bins that will be utilized.

1.5 Projected Timetable

RFP Issued	January 4, 2010
Last date for inquiries/questions	January 20, 2010
Proposal Closing Date and Time	January 25, 2010, 4:00 pm
Bid Opening	January 25, 2010
Projected Award Date	February 1, 2010
Projected Contract Execution	February 8, 2010
Projected Contract Start Date	March 1, 2010

Section 2.0 – General Description of Required Performance Outcomes

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

2.1 Scope of Work

Service(s) to be provided include residential solid waste, recycling, yard waste collection and disposal services. The recycling program should include but not be limited to newspaper, plastic, aluminum and steel items.

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

The City will pay the Contractor on a monthly basis, based on the timely invoice with details regarding each residence. A tonnage report will be required each month by the Contractor. The City will direct all calls regarding complaints and/or questions to the Contractor.

2.2 Educational and Promotional Programs

The Offeror, as part of its proposal, shall completely and thoroughly describe the educational and promotional programs for recycling that will be provided at the Contractor's expense. Offeror shall also include samples of promotional materials, educational curricula for local schools, schedule of events prior to start date and programs for community involvement. The Offeror shall evidence other locations where these programs have been successful and, if the program is new, describe how the program will benefit the City's recycling efforts. As an alternative, the City of Hoschton may accept the Offeror working with, contributing to, or quantitatively supporting organizations that conduct such activities.

The Contractor shall provide a customer informational brochure to each household describing the service they are providing at the beginning of the contract, and to new City subscribers prior to initiation of service.

2.3 Newly Developed and Annexed areas

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

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

2.4 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and extra pick-ups. Contractor may offer City other offerings or service enhancements as part of the proposal.

Monthly Rate for one time per week residential garbage service using Contractor-owned 95 gallon roll-carts \$_____per month per unit.

Monthly rate for additional 95 gallon roll-carts \$_____per month per cart at the same address.

Monthly rate for backyard pickup for homes in The Village at Hoschton which are serviced by narrow alleys, as referenced in Section 3.3 of Attachment A – Sample Contract.

Monthly Rate for one time per week residential recycling service using Contractor-owned 18 gallon bins or Contractor-owned rolling carts \$_____per month per unit.

Monthly Rate for one time per month residential yard waste service using resident-owned containers, bags, stacked, tied, bundled yard waste \$_____per month per unit.

Section 3.0 – Constraints on Contractor

These include:

- The Contractor shall perform service in accordance with Articles of the City of Hoschton's Solid Waste Management Ordinance.

Section 4.0 – Contractor's Personnel Requirements

These include:

- The Contractor must provide a central point of contact person(s) to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution.

Section 5.0 – Contractor's Responsibilities

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

Section 6.0 – Terms and Conditions of Contract for Services

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

Section 7.0 – Instructions for Proposal

7.1 Compliance with the RFP

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

7.2 Acknowledgement of Insurance Requirements

By signing its proposal, the Offeror acknowledges that it has read and understands the insurance requirements for the proposal. The Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its

offer being accepted; otherwise, the City may rescind its acceptance of the Offeror's proposal. See Attachment A for insurance requirements.

7.3 Delivery of Proposals

All proposals are to be sealed and delivered ***before 4:00 p.m. Eastern Standard Time (EST), on January 4, 2010, to:***

City of Hoschton
City Hall
79 City Square
Hoschton, GA 30548

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

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

Offerors must submit one (1) designated original, and two (2) numbered exact copies of the proposal (total of 3). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names and proposed rates of Offerors may be read aloud.

List the Request for Proposal (RFP) number (09-12) on the outside of the box or envelope and note "Proposal Enclosed".

7.4 Evaluation of Proposals (Procedure)

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

City Officials shall then score all proposals based upon the evaluation factors detailed herein.

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

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

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

7.5 Ambiguity, Conflict, or Other Errors in the RFP

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

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

7.6 Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

7.7 Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

7.8 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

7.9 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its proposal.

7.10 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

7.11 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Offeror's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be presented in a three (3) clasp report cover for uniformity and ease of handling.

7.12 No Lobbying

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the bid or specifications by any means whatsoever whether oral or in writing with any elected official from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bid.

ATTACHMENT A

SAMPLE CONTRACT FOR SOLID WASTE COLLECTION SERVICE AND RECYCLING PROGRAM

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

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

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

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

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

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

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

WHEREAS, City agrees to pay for residential services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

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

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

consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

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

Section 2.0 – Scope of Work

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

Section 3.0 – Collection

3.1 Service Provided:

- A. Contractor shall collect Garbage from each Residential Premises one (1) time per week at Curbside. There shall be an option for pickup from the rear of certain properties in The Village At

Hoschton, utilizing alleys. The occupant of the Residential Premises shall place only Garbage in a 95 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day.

- B. Contractor shall collect Yard Trash from each Residential Premises one (1) time per month at Curbside. The occupant of the Residential Premises shall cut tree limbs, logs, and brush into pieces no more than four (4') feet in length or fifty (50) pounds in weight. Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces shall be placed in a paper bag or other container or stacked in an 18" bundle, which bag, container, or bundle shall weigh no more than 50 pounds. Christmas trees will be collected along with the yard trash during the first two weeks of every January. All lights and decorations must be fully removed from the Christmas trees prior to collection. The occupant of the Residential Premises shall place Yard Trash at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Yard Trash not properly prepared or containerized or not in the proper location at Curbside.
- C. Contractor shall collect Recyclable Materials from each Residential Premises one (1) time per week at curbside. The Occupant of the Residential Premises shall place only Recyclable Materials in a Contractor owned Recycling Bin or other Contractor owned cart and shall place the Recycling Bin at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Recyclable Materials not placed in a Recycling Bin or cart or not placed in the proper location at Curbside.
- D. Occupants of Residential Premises may request more frequent service or special services at a price to be agreed upon by the occupant and Contractor and paid by the occupant.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if

such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

3.2 Elderly and Disabled

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

3.3 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups. Overloading is the responsibility of the producer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the producer. Offloading will be the responsibility of the producer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will be the responsibility of the producer.

Within The Village At Hoschton there are approximately 50 lots that are accessed via narrow alleys with turns that are too tight for normal trucks, and will require a smaller vehicle or other plan to service them.

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

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

4.2 Routes of Collection

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

4.3 Holidays

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

New Years' Day
Thanksgiving Day
Christmas Day

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

4.4 Complaints

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

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good

repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

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

4.7 Access

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

Section 5.0 – Compensation

5.1 Rates of Compensation for Five (5) Year Rate Period

Contractor shall be paid by the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial five (5) year term of this Agreement.

5.2 Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods

Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial five (5) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid

to Contractor during subsequent years. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during subsequent years, the City may terminate the Agreement pursuant to Section 18 hereof.

5.3 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit "A" shall be fixed for the initial first year term of this Agreement. After the first year, rates can be adjusted to compensate Contractor for:

- A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- B. Extraordinary fuel rate increases
- C. Consumer Price Index – annual CPI differences based on the change in the U.S. Department of Labor Statistics, Consumer Price Index – South, All Items, All Urban Consumer (the "Index"), with a maximum adjustment of five percent (5%) annually.

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

5.4 Delinquent and Closed Accounts

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

5.5 Contractor Billings to City

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and

payment shall be based on the total number of Residential Premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto.

Section 6.0 – Non-Discrimination

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

Section 7.0 - Indemnity

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

Section 8.0 – Force Majeure

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

Section 9.0 – Licenses and Taxes

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

Section 10.0 - Term

The term of this Agreement shall begin on March 1, 2010 and continue for a period of five (5) years. The Contractor or the City shall have the right to terminate this Agreement at the end of the five (5) year term or at the end of any renewal term.

Section 11.0 - Reports

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

Section 12.0 – Insurance

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

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

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

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers’ Compensation	Statutory-Minimum \$100,000/accident
Employer’s Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Section 13.0 – Bond

13.1 Performance Bond

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

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

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

13.2 Power of Attorney

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

Section 14.0 – Compliance with Law

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

Section 15.0 Assignment

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

Section 16.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential collection and disposal service to all Residential Premises in the incorporated area of the City for the initial five(5) year term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

Section 17.0 - Ownership

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

Section 18.0 – Termination and Attorney Fees

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an

agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

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

18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or party agrees to pay all costs expended by the other party, including failure to perform any term or condition by the other party, the breaching reasonable attorney fees.

Section 19.0 – Miscellaneous Provisions

19.1 Choice of Law

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

19.2 Entire Agreement

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

19.3 Severability

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

