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INVITATION TO PROPOSERS

Coffee County will accept proposals from qualified and experienced Waste Management Contractors for the County's Garbage Removal and Disposal. Proposals will be accepted until **2:00 p.m., Wednesday, November 30, 2022.** Proposals will be publicly opened and only the names of those proposers responding will be mentioned. No faxed or late proposals will be accepted.

Coffee County reserves the right to accept or reject any or all proposals, to waive formalities and technicalities, and to make an award in the best interest of the County. Coffee County may enter negotiations with the contractor of their choosing to obtain the best value for Coffee County. All bidders must comply with all Federal, State, and Local Laws.

Factors to be considered in making this award will be pricing, experience, and ability to provide services. Coffee County will be the sole judge of the weights given these factors.

The initial contract period will be for a period of four (4) years commencing on May 1, 2023, through April 30, 2027. There will be options for a two (2) year extension for two (2) additional times if both parties are satisfied with the service agreement.

Contract will be cancelled in the event funds are not available. Each year, at least 120 days prior to contract renewal, Coffee County will evaluate the past years performance and future needs to access the extension of this contract.

The purpose of this RFP is to evaluate and utilize the most cost-effective process for the County's Garbage Pickup and Disposal.

The Proposer's response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to Coffee County, Georgia.

Garbage Collection and Disposal

Instructions To Proposers

1. **Intent**: It is intended that the Instructions to Proposers, General Conditions, and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

2. **Examination**: The Proposer is advised to examine all documents and current parameters of the services to become fully informed as to their conditions. This includes the conformity with specific standards and the character, quality, and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Proposer of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

3. **Submission of Proposals**: All forms must be completed and returned with proposal. Envelope must be sealed and marked **Coffee County Garbage Proposals**. Proposals may be hand delivered or mailed to the **Coffee County Courthouse, 101 South Peterson Ave., Douglas, GA 31533**.

4. **Proposal Form**: Proposals shall be submitted on the Schedule Forms included herein. The Proposer will submit an **ORIGINAL SIGNED** and **SEVEN** (7) copies of its Proposal. Also, Proposers must submit an **ORIGINAL SIGNED** and **SEVEN** (7) copies of the WASTE COLLECTION and DISPOSAL AGREEMENT. Failure to acknowledge receipt of, or return required copies of, amendment(s), failure to include representations, certifications, affidavits, fee proposal, proposed Waste Disposal and Collection Agreement, or any other required information may render your proposal non-responsive. In your proposal submittal please reference each section number as it is addressed.

5. **Exercising of Option Year Extension** - At least one hundred and twenty (120) days prior to the expiration of a contract period, Coffee County will evaluate the future needs and determine the necessity for continuing these services. The County's decision to exercise an option period will be provided to the successful bidder, in writing.

6. **Use of Subcontractors**: If one or more subcontractor(s) are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. Coffee County must approve any change in the use of subcontractor(s) in advance and in writing. No such approval will be construed as making Coffee County a party to such subcontract or subjecting the County to liability of any kind to any subcontractor(s). No subcontractor(s) will under any circumstances relieve the contractor of its liability and obligation under any resulting contract. Subcontractor(s) is subject to the same contractual conditions as is the Contractor.

7. Addenda to RFP: Coffee County reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than 3 days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be sent only to those who have received the RFP from Coffee County. Proposer must acknowledge receipt of each addendum.

8. Selection of Successful Proposer: Evaluation criteria, describes the criteria and procedures for evaluating proposals submitted to Coffee County. Coffee County will select the Proposer that best serves the interests of the County and residents of the County. The Coffee County Commission reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

9. Project Contact: All questions regarding this RFP will be directed to:

**Coffee County
Commissioner's Office
101 South Peterson Ave.
Douglas, GA 31533
Wesley Vickers, County Administrator
912-384-4799
wesley.vickers@coffeecounty-ga.gov**

10. Disclaimer: Coffee County has, to the best of its knowledge, represented information and data that are current and applicable to this project. Coffee County is providing the information contained herein as a courtesy to the Proposer. Coffee County neither guarantees nor warranties that the information contained in this RFP or referenced documents is accurate and complete. Coffee County is not and will not be liable for omissions or errors contained in this RFP. It is the Proposers responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods.

THE COFFEE COUNTY COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF COFFEE COUNTY.

RFP PRE-BID MEETING DATE & TIME

Any Proposer interested in submitting a proposal for this RFP should pay particular attention to the following:

- **A MANADATORY pre-bid meeting will be held for and all Proposers who return a completed RFP by the required deadline. This meeting will be held on Tuesday, November 15th, 2022, at 10:00 AM in the Coffee County Commissioner's Meeting Room at 101 South Peterson Avenue, Douglas, GA 31533**
1. If interested, you must return a fully completed separate copy of page 25 of this RFP. **This information from Proposers will be accepted until 2:00 p.m., Monday, November 14th, 2022. Failure to return this information or attending Pre-bid meeting will result in bid process removal.**
 - a) Please return pre-bid attendance sheet (page 25 of RFP) no later than 2:00 PM Monday, November 14th, 2022 via email to the following: Wesley.Vickers@coffeecounty-ga.gov, Chris.Knight@coffeecounty-ga.gov Please ask for a read receipt or call (912) 393-7166 to confirm delivery.
 2. The County reserves the right to answer any questions asked during the Pre-bid meeting process by any Proposer in writing no later than ten (10) business days after the close of the meeting. All Proposers in attendance of the meeting will get a copy of any answers provided in writing by the County.
 3. Coffee County reserves the right to schedule and coordinate any and all meetings held with any Proposers. Any meetings are subject to change at any given time. Should a change need to be made, Coffee County will make every attempt to contact and reschedule with Proposer at a time convenient for both parties.
 4. Proposer may list any conditions that limit the ability to successfully bid on this contract on a separate page to be discussed during Pre-bid meeting.

5. Each bid shall include the following:

a) Bid Option (1):

- (i) Proposed initial rate for trash services on Addendum A; and**
- (ii) A proposed CPI Index for any cost the Proposer feels should be part of the contract.**

b) Bid Option (2):

- (i) Proposer may submit bid for two (2) years flat rate unchanged; with any proposed CPIs to apply at the end of year two which shall set the rate on an annual basis thereafter.**

PROPOSAL SCHEDULE

#	Activity	Estimated Date
1.	Mandatory Pre-bid meeting with Proposers:	11/15/22
2.	Deadline for receipt of proposals:	11/30/22
3.	Evaluation Team score proposals:	12/01/22
4.	Evaluation Team makes recommendation to County Commission	12/12/22
5.	County Commission takes formal Award action:	01/03/23
6.	Notice of Award and contract documents sent to successful Proposer:	01/05/23

GENERAL INFORMATION and REQUIREMENTS:

1. Minimum Basic Service Requirements (The services outlined below is the current level of service that is provided to Coffee County and will be used as a minimum service requirement. Coffee County will entertain all submitted proposals and options.)
2. Coffee County requires a monthly flat rate fee for County residents and businesses that receive weekly pickup and use curbside roll carts. Please also describe your pricing if resident has more than one cart (is there a discount for the second cart?). – See Contract Section (3) (3.2) (d)
3. Residential and Small Commercial Customers shall be serviced once a week with curbside roll carts. - See Contract Section (3) (3.2) (a)
4. Missed garbage service shall be addressed by contractor and their staff. – See Contract Section (7) (7.4)
5. Rollout service shall be picked up at the customers dwelling for approved elderly and disabled citizens with approved medical walk out form from Coffee County Solid Waste Department. - See Contract Section (1.16) (a)
6. Waste collection “dumpsters” and “solid waste curbside roll carts” are to be provided by the Contractor at Coffee County owned sites below. This service shall be provided at no fee to the County or the customer for the following locations: - See Contract Section (3) (3.2) (e)

Coffee County Sites:
 - Coffee County Fire Dept. 941 Mahogany Road. one 4 cu yd dumpster
 - Coffee County Road Dept. 255 HWY 221 N. one 4 cu yd dumpster
 - Coffee County Volunteer Fire Stations eighteen solid waste roll carts
7. Current dates and routes of collection must be maintained as to not inconvenience County residents and citizens. Contractor will notify the Coffee County Solid Waste Director immediately when any service route is running behind so customers can be informed of the delay in service. - See Contract Section (3) (3.2) (f)
8. A Notice to Cure will be issued by Coffee County, if a problem arises with the service level and is not addressed by contractor and corrected immediately. Contractor must cure within 15 days. - See Contract Section (21)
9. List all company observed holidays. - See Contract Section (7) (7.3)

10. Emergency Service in the event of a natural disaster. - See Contract Section (3) (3.2) (h)
 - a. Contractor will adhere to the Coffee County Emergency Operations Plan.
11. Contractor must maintain a website for customers to view and locate their business and to receive notices. - See Contract Section (7) (7.6)
12. Contractor must maintain a local (Douglas, GA) direct phone line for County staff to reach them during normal business hours. This must be a separate number from the normal customer line. - See Contract Section (7) (7.5)
13. Contractor must have a web-based program for County to staff enter work orders/service orders for cart repairs, replacements, deliveries, pickups, etc. and allow status of orders be tracked electronically. - See Contract Section (7) (7.6)
14. Contractor will provide up to four “Trash Free” days for County residents throughout the year at the County’s choosing where roll-off containers will be provided and placed in specific areas of the County for residents to allow for a community clean up. - See Contract Section (7) (7.2)
15. Contractor will furnish Coffee County Solid Waste Director with an electronic copy of the route schedule showing address of each dwelling serviced in the County with route number and service day included in the report. The list shall be updated and provided every three months or more often as needed depending upon changes. - See Contract Section (7) (7.2)

OPTIONAL PROPOSALS

List any additional services your company would furnish (additional proposals and cost).

Please detail scope of work and all associated cost to Coffee County.

Be prepared to discuss, generally what impact requiring/replacing existing cans with all new cans may have on your bid pricing.

PROGRAM SERVICES

1.0 SERVICE REQUIREMENTS - See Contract Section (3) (3.2) (g)

The successful proposer will provide all services contracted for each residence

Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor shall make collections between the hours of 5 a.m. and 9 p.m. Noise and disturbance will be kept to a minimum. The work will be done in a sanitary manner. The Contractor's employees will pick up trash spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck.

Contractor will promptly repair any damage to any County property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

2.0 EMERGENCY SUSPENSION - See Contract Section (3) (3.2) (h) & Section (7) (7.3)

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Contractor will stop all work when so directed by the County during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor shall supply a list of observed holidays. Contractor shall be responsible for publishing an Ad in the legal organ of the County, for four consecutive weeks prior to each holiday, that contains an ad not less than one-quarter page size, detailing the holiday closure and a schedule relating to trash pick for the holiday period.

3.0 COLLECTION EQUIPMENT - See Contract Section (7) (7.6)

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height. Vehicles are to be washed weekly or more often, if needed. Vehicles are not to interfere unduly with vehicular or pedestrian traffic, vehicles are not to be on streets, and alleys unattended, except as made necessary by loading operations.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. Seals must be maintained in good condition to prevent leakage. All vehicles used for collection will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the County Road Department and the Coffee County Solid Waste Director. The report will include the address(es) of the area the spill occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the County Road Department which will be responsible for approving that the clean-up was satisfactory and accepted.

Contractor will be solely responsible for all costs of operating and maintaining collection equipment.

4.0 MISSED COLLECTIONS AND COMPLAINT HANDLING - See Contract Section (7) (7.4)

If a collection is missed and the household notifies the County, who then notifies the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. The Contractor is encouraged to have on board cameras on each truck to document conflict and inappropriate situations.

A penalty may be issued in the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. Contractor, or its drivers, must keep a record each day of all carts that are not placed at the roadside for pickup by the customers, that includes the customers address, date, time of service, and drivers' name. This report from each driver/route should be emailed to the Coffee County Solid Waste Director the following business day no later than 9:00 AM. This serves

as a record for both the Contractor and Coffee County as a solution to minimize customer complaints for missed pickups.

The penalty will not be assessed for noted addresses. It is not the intent of the County to penalize the contractor for missed collections of entire neighborhoods or entire streets therefore so long as collection has been made within 24 hours there will be no penalty assessed. The contractor will provide for prompt handling of complaints by maintaining an office staff locally that will receive, record, and handle complaints. Such staff will be available during the hours of 8 a.m. until 5 p.m., Monday through Friday; call center must be a local toll-free number. After hours, weekends, and holidays Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

The County's goal is the resolution of 95% of all complaints within 24 hours of the complaint.

5.0 PERSONNEL - See Contract Section (7) (7.6)

The Contractor will assign a qualified person or persons to oversee its operations within Coffee County and will provide the name, address, and telephone numbers of such person to the County.

Each driver of a collection vehicle shall, during working hours, wear a company uniform and carry a valid driver's license for the type of vehicle that is being driven. The Contractor will provide operating and safety training for all personnel on a regular basis.

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor. The Contractor is in no respect an agent or employee of the County.

6.0 STATEMENT OF WORK - See Contract Section (4) & Section (7) (7.6)

Collection of Household Garbage:

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations.

The Contractor will provide all households with an approximately 95-gallon lidded, wheeled trash container (curbside roll cart). All equipment will bear the Company Logo and can number. The County requires that each side of the curbside roll cart have a reflective emblem or tape on it for safety purposes. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all garbage,

provided it is placed in an approved collection container. Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the County's solid waste plan.

Customers consistently exceeding rollout capacity will be issued a 2nd can at their expense.

Contractor will maintain established routes. Any changes to customers pick up schedule, route additions, etc., the Contractor will notify the Coffee County Solid Waste Director who will then include a notice in the customers next month billing cycle. Any notifications mailed out by Coffee County Solid Waste to the customer due to route changes, education of cart placement, etc., will be paid for by the Contractor.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No _____ **Date:** _____

Addendum No _____ **Date:** _____

FEE SCHEDULE

The Proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the program services listed or proposed services.

Note: While it is your responsibility to include all required documents you are reminded that you must include the following documents with your proposal response, and you must acknowledge the following:

- Fee Schedule*
- Signature Form*
- Acknowledge Addendum/Amendments*
- Insurance Certificates*
- Copy of Proposed Contract*
- Ownership*
- E-Verify Forms*

1. Once per week Curbside Garbage Collection from Contractor provided 95-gallon residential roll cart for **about 8,000 units:**
\$_____ unit price/month

2. Price Schedule for 4, 6, & 8 cu. yd. Dumpster services

3. Price Schedule for 20, 30, & 40 cu. yd. Roll-off Containers

4. The Contractor is to provide a replacement inventory of 250 carts on hand at all times located in Coffee County.

5. Describe your CPI and Fuel Surcharge Proposal in detail

6. If replacing the existing Vendor, describe your Transition Plan

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

Note: Add comment / remark sheets, as necessary, to further amplify your fee proposal.

Proposers are cautioned that failure to provide pricing for all tasks may render your proposal non-responsive.

TECHNICAL AND FEE PROPOSAL REQUIREMENTS

1.0 PERSONNEL EXPERIENCE

1.1 *Company Principals:* Provide a biographic overview of the Company's key principals.

2.0 APPROACH

2.1 *Project Methodology:* The Proposer shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Program Services.

2.2 *Disposal of Collected Materials:* The Proposer will provide, in this section, a list of the various disposal facilities it intends to use during the contract period(s). Disposal shall take place only at State approved facilities. Once picked up, all waste shall become the property of the contractor.

3.0 COMPANY EXPERIENCE / CAPABILITIES

3.1 *Experience:* The Proposer shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Proposer is presently involved or completed during the past two (2) years. Include contact name and numbers.

3.2 *Capabilities:* The Proposer shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on-going projects/contracts, etc. shall be identified.

3.3 *References:* The Proposer must list local government client references with a contact person and telephone number. List any local government clients that have terminated services in the last three years with a contact person and telephone number. In addition the proposer shall list any contracts for which a letter of termination has been issued during the previous 48 months and shall provide the outcome and reasons for same.

4.0 COMPANY ORGANIZATION

4.1 *Primary Business:* Provide, in this section, your Company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

4.2 *Company History:* Provide pertinent company historical information

that will demonstrate your capability to successfully accomplish this project.

5.0 FEE PROPOSAL

5.1 Best Value: The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the County to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

6.0 PROPOSAL EVALUATION FACTORS

It is the County's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the best value to the County. The County reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the County's opinion, such rejection is in the best interests of the County.

6.1 Evaluation Method: Each proposal will be reviewed by an evaluation team assigned by the County Administrator. Their review and evaluation will be subjective; however, weighting values are established to minimize that subjectivity. The following delineates the weighting value attributed to each section.

WEIGHT	SECTION
Company Experience/Location	25 %
Personnel Experience	15 %
Approach	10 %
Fees	<u>50%</u>
Total:	100 %

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Company Experience/Location - Detailed information relative to proposer's general qualifications and capabilities as well as qualifications and capabilities specific to this project.

Approach-Provision of adequate, specific, information regarding the proposer's approach to this project. Such information shall include, but not be limited to:

Specific approach information such as collection method, etc.

Personnel Experience/General Experience as well as project specific qualifications and experience of those individuals who will be assigned to this project.

NOTE: The County reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain the best technical and fee proposals in their initial submission.

6.2 Oral Presentation: Following the evaluation of the proposals, the County's Evaluation Team may request the top-ranking firm(s) to make a presentation and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in Douglas, Georgia at a mutually acceptable date and time that will be determined by the County.

6.3 Negotiations: Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the County shall negotiate with the Proposer whose proposal is determined to be most advantageous to the County. If negotiations with the highest-ranking Proposer fail, negotiations shall be initiated with the next highest-ranking Proposer, and so on, until an agreement is reached. The County reserves the right to reject all offers and end the process without executing a contract.

6.4 Contract Formation: If the negotiation produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Proposer for execution and then to the County Commission for acceptance. ***The draft contract format will be the only acceptable document for execution. Coffee County will only entertain or accept any exceptions or amendments to the contract provided with the concurrence of the County Commission and County Attorney.***

GENERAL CONDITIONS

1.0 NOTICE OF AWARD OF CONTRACT

As soon as possible, and within 30 days after receipt of proposals, the County shall notify the successful Proposer of its intent to enter into a contract agreement. Should the County require additional time to award a contract, the time may be extended by mutual agreement between the County and the successful Proposer. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Proposer may withdraw its proposal without further liability on the part of either party.

2.0 INSURANCE (also see Section 16 of Contract for Insurance Coverage rules)

A. Liability.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company. Insurance Certificates must be submitted to the County no later than **May 1st** of each contract renewal date.

Comprehensive General Liability -The successful Bidder shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***For the limits of Insurance see section 16 of Contract**

Please Note - Coffee County GA must be listed on all insurance policies to include its employees, Elected Officials, & Officers. Coffee County will also need to be listed as an additional Insured on all Policies.

***Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders.**

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County and County Employees, from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.0 INDEMNIFICATION

The successful Proposer will indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by the Proposer or anyone for whose acts any of them may be liable. In any and all claims against the County or any of its agents or employees, by any employee of the successful Proposer, directly or indirectly employed by the Proposer, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

4.0 SUSPENSIONS OR TERMINATION OF SERVICES

The anticipated contract between the successful Proposer and the County can be terminated based on:

- a. County electing, in writing, with a 120-day notice, not to exercise any of its option periods.
- b. Failure of the Proposer to perform based on the Proposer's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations, or orders of any public body having jurisdiction. Should any single, multiple or all the above conditions occur, the County shall have the authority to terminate the contract with written notice to the successful

Proposer. The successful Proposer shall be liable for any losses occurring because of not abiding by the terms of the agreement.

- c. Either party shall have the right to voluntarily terminate this agreement at any time upon 120 days advance written notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful Proposer's services shall not affect any right of the County against the successful Proposer then existing or which may thereafter occur. Any retention of payment of monies by the County due the successful Proposer will not release the successful Proposer from compliance with the Contract Documents.

5.0 LAWS AND REGULATIONS

The successful Proposer's attention is directed to the fact that all applicable Federal, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein.

The successful Proposer shall keep fully informed of all laws, ordinances, and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Proposer shall herewith report the same in writing to the County.

The Proposer shall always observe and comply with all such existing and future laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against the violation of any such law, ordinance, regulation, order, or decree, whether by the Proposer or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

6.0 SCHEDULE, REPORTS AND RECORDS

The Contractor shall submit to the County schedules, reports, estimates, records, and other data as the County may request concerning services performed or to be performed.

7.0 CHANGES IN THE CONTRACT

a. Changes in the Service

The County may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment which will require County Commission approval.

The Contractor shall proceed with the performance of any changes in the services so ordered by the County Administrator or designee unless the Contractor believes that such order entitles a change in the fee or time or both, in which event the Contractor shall give the County Administrator or designee written notice thereof within fifteen (15) days after the receipt of proposed changes.

b. Changes in Fee

The Fee shall be changed only by a mutual agreement by the Contractor and the County transmitted as a Contract Amendment approved the County Commission. The Contractor shall, when required by the County, furnish to the County the method and justification used in computing the change in fee as related to the services ordered.

8.0 CONTRACT AGREEMENT JURISDICTION

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement shall be brought in any court in Coffee County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Coffee County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

9.0 PERMITS AND REGULATIONS

The Contractor shall obtain and pay for all permits, licenses, and any other regulatory requirements, necessary for the prosecution of these services. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

10.0 BUSINESS LICENSE

Contractors and subcontractors shall have a current Business License and shall furnish certificate and license numbers prior to entering a contract with the County.

11.0 RESPONSIBILITIES OF THE CONTRACTOR

a. Subcontractors, Manufacturers and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers, and their employees. This includes the responsibility for conducting operations in such a manner as to cause the minimum damage possible to existing private property and improvements, and to the public and private infrastructure.

b. Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons employed by it.

c. Payment for Labor and Materials

The Contractor shall pay and require his subcontractors to pay all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the County, the Contractor shall furnish proof of payment of such accounts to the County.

d. Attention to Work

When Contractors representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

e. Employee Safety

The Contractor alone shall be responsible for the safety of its employees and its subcontractor's employees. The Contractor shall perform the

services in a manner which meets the County's responsibility under statutory and common law for the provision of a safe place to work.

f. Public Safety and Convenience

The Contractor shall conduct his work to insure the least possible obstruction to traffic and inconvenience to the public and the residents in the vicinity of the work and to insure the protection of persons and property.

g. Cooperation in Disasters

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

h. Disposal Facilities

After the original approval of disposal facilities by the County, any additional solid waste disposal facilities anticipated to be used by the Contractor will require prior written notification to the County and must have written approval from the County.

12.0 COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed and will comply with all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

This proposal is submitted to the Coffee County Board of Commissioners, by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Coffee County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the County's option, may result in a revocation of the granted contract.

Consent is hereby given to the County to contact any person or organization to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the County decides to review this proposal, additional information may be requested. Failure to supply any request

for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the County after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may grant a contract

The Proposer, by signing below, certifies that its proposal is valid for a period of at least ninety (90) days from the required submission date and that no costs incurred by recipients of the RFP in anticipation of receiving a contract award from the County will be reimbursed by the County.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

To be completed by Proposer and returned with RFP & for Pre-bid meeting:

Company Name: _____

Authorized Person: _____
(*Print/Type Name & Title*)

Signature: _____

Title: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail _____

Federal Taxpayer Identification Number: _____

Federal Work Authorization (E-Verify) Number: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Title: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail _____