



THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY(ACCGov)

DATE: **March 12, 2025**

TO: **Waste Hauling Firms**

SUBJECT: **RFP #25039 BIO-SOLIDS HAULING**

You are invited to submit a proposal to provide hauling of bio-solids from ACC water reclamation facilities to landfills for the Water Reclamation/Athens-Clarke County-Public Utilities Department.

Inquiries regarding proposals should be made to Edward Tulenko, Senior Buyer, accbids@accgov.com. Technical questions may be directed to Michael Hughes, Water Reclamation/Athens-Clarke County-Public Utilities Department at email: Michael.Hughes@accgov.com.

A (MANDATORY) pre-proposal conference to respond to all inquiries with regards to this project will be held at **10:00 AM ET, Wednesday, March 26, 2025** in the North Oconee Water Reclamation Facility, located at 150 North Oconee Access Road, in Athens, Georgia 30605. Potential offerors are (Required) to attend.

The estimated range of this project is between \$750,000-1,000,000.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens-Clarke County.

One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing, One (1) paper copy(s) without pricing, and One (1) Separately Sealed paper copy (and electronic copy on USB Flash Drive) of section V-D Price Proposal Schedule must be submitted. Proposals are to be sealed, marked with the offeror's name and address and labeled, "**RFP #25039 BIO-SOLIDS HAULING**" and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Not later than **3:00 PM ET, Tuesday, April 15, 2025**.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

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SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

A complete signed proposal must include the documents listed below:

PROPOSAL FORMAT: Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

All proposals received will become a part of the official contract file and may be subject to disclosure.

PROPOSAL FORMAT: All proposals should include the information outlined below and in the following order:

1. **Cover Letter:** A brief cover letter of introduction and interest.
2. **Table of Contents:** Including all sections and subsections.
3. **Business Information:** State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.
 - a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
 - b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
 - c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
5. **References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, point of contact and description of the contract for each reference. Examples of no more than three "reference projects" which represent the

design teams approach to design solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel in the design and development of the "referenced projects" cited in the submittal. Keep item 5

6. **Financial Information and Documentation:** Provide relevant information regarding organizational stability and strength. Documentation may include:
 - a. A statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors joint venture partners, etc.), a listing of financial references.
 - b. Failure to Complete Prior Projects - disclose whether the Offeror (or any general partner or joint venture of the Offeror) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.
 - c. Disclose information and provide an explanation regarding any contracts involving the offeror or joint venture firm within the last three years which exceeded initial program or project budget, exceeded initial schedule, and any contract penalties or damages assessed.
7. **Contractor Provider Equipment :** Provide a list of equipment and supplies needed to proform the Services
8. **Other Relevant Information:** Include any other relevant information concerning the project in this section.

SUBMITTAL FORMAT: ALL proposal copies must be submitted in a sealed envelope or container with the **OUTERMOST** container stating the company name, address, telephone number, the RFP number and **TITLE (RFP #25309 BIO-SOLIDS HAULING)**. If you have an ACCGov Vendor Number please include it on the sealed envelope or container. If you do not know or have a vendor number, please note we are not entering “bid only” vendors into our database. We will set up your company if you are awarded the RFP. **Please rest assured that the vendor number is not a requirement for submitting your bid and will not count against you in any way.**

- One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing**
- One (1) paper copies of the signed proposal WITHOUT price**
- One (1) Separately Sealed paper copy (and electronic copy on USB Flash Drive) of section V-D Price Proposal Schedule**

(Must be submitted separately in a sealed envelope)

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered.**

**ALL DOCUMENTS SUBMITTED ON USB FLASH
DRIVE MUST BE IN A SINGLE PDF FILE**

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
REQUEST FOR PROPOSAL (RFP)
BIO-SOLIDS HAULING
WATER RECLAMATION/ATHENS-CLARKE COUNTY-PUBLIC UTILITIES DEPARTMENT
ATHENS, GEORGIA**

SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

A. INTRODUCTION

PURPOSE

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide hauling of bio-solids from ACC water reclamation facilities to landfills or other land applications for the Water Reclamation/Athens-Clarke County-Public Utilities Department, Athens, Georgia for a one year period, with the option to extend the contract for 4 additional one-year term if agreed upon by all parties. Each subsequent year of the renewal of the contract shall include an escalation in firm fixed price per ton equal to no more than the prior year annual CPI (Consumer Price Index).

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

Proposal Documents Available..... March 12, 2025

MANDATORY Site Visit10:00 AM ET, Wednesday, March 26, 2025

Deadline for submission of questions Tuesday, April 1, 2025

Deadline for receipt of proposal 3:00 PM ET, Tuesday, April 15, 2025

Evaluation/Selection Process:Approximately 30 days from closing date

Proposals Valid Until.....120 days from date of opening

C. CONTACT PERSON

The contact person for this RFP is Edward Tulenko, Senior Buyer, accbids@accgov.com. Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via email at accbids@accgov.com. Technical questions may be directed to Michael Hughes, Water Reclamation/Athens-Clarke County-Public Utilities Department at Michael.Hughes@accgov.com.

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of proposals.

E. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date.

Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and fax number, and email address.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from [Georgia Procurement Registry](http://www.athensclarkecounty.com/index.aspx) or [Athens Clarke County/Purchasing](http://www.athensclarkecounty.com/index.aspx) (<http://www.athensclarkecounty.com/index.aspx>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS

Proposals shall not be modified, withdrawn, or canceled by the offeror for a period of **sixty (60) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

G. PROPOSAL CLOSING

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](http://www.athensclarkecounty.com/index.aspx) or [Athens Clarke County Bids](http://www.athensclarkecounty.com/index.aspx) or via email request to E-Mail: accbids@accgov.com after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

H. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

I. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to the commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

K. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. SITE VISIT: MANDATORY

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

N. AWARD OF CONTRACT

Award will be made to the responsible offeror whose proposal is responsive to the terms of the request for proposals and is most advantageous to the Unified Government of Athens-Clarke County, considering only price and the price-related factors.

O. MULTIPLE AWARDS

The Unified Government of Athens-Clarke County reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the Unified Government. If the Unified Government determines that an aggregate award to one offeror is not in the Unified Government's best interest, "all or none" offers shall be rejected.

P. PLACE OF PERFORMANCE

The Unified Government of Athens-Clarke County will not contemplate traveling outside the ACC Gov to the contractor's facility for custom fitting or alterations. The offeror shall insert in the spaces provided in the price schedule the address of the plants or facilities location(s) that he intends to use.

Q. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County business license if they are physically located in Athens-Clarke County or if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the Unified Government will not be accepted.

R. **ALTERNATE PROPOSALS**

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

S. **OPEN RECORDS**

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;

SECTION III - SCOPE OF SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for hauling of bio-solids as per the scope of services outlined below for the period one year with option of renewing annually for up to four years.

A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCUG) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government's official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCUG serves an area population of approximately 125,000 with annual growth projected at 1% per year. ACCUG provides a multitude of local and state funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCUG employs approximately 1,900 people.

In 2011, Water Reclamation/ ACC Public Utilities Department started three new advance waste water treatment facilities. The amount of bio-solids being produce doubled causing increased burden on ACC Solids Waste Department. The amount of bio-solids hauling has exceeded ACC Solids Waste capacity over the years since the upgrades. Our current 3rd party bio-solids hauling contract will be ending **soon** and will need to go out to bid once again.

B. GENERAL REQUIREMENTS

1. **Physical Security:** The contractor shall safeguard all Unified Government of Athens-Clarke County property provided for contractor use. At the close of each work period, vehicles, facilities, support equipment, and materials shall be secured.
2. **Access Control:** Vender will have badges to gain access to both facilities specifically assigned to the vendor.
3. **Contract Performance Period:** Contract performance period shall be from date of award for 12 months unless terminated by either party giving to the other written notice of termination in writing thirty (30) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.
4. **Hours Of Operation:** Monday thru Friday, 8 a.m. to 5 p.m.
5. **Ordering and Payment:** Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by Superintendent of Water Reclamation or designated Plant Supervisor. The contractor shall insure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand delivered to Athens-Clarke County Accounts Payable, P.O. Box 1748, Athens, GA 30603 or Athens-Clarke County Accounts Payable, 375 Satula Avenue, Room 175, Athens, GA 30601. A duplicate invoice must be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.

- a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Purchase order number for supplies delivered or services performed.
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
 - (vi) Name and address to whom payment is to be sent.
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).
- b. In the event orders are made via monthly or period purchase orders, contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
 - (i) Name of supplier
 - (ii) Purchase Order number
 - (iii) Ship to Department and Address
 - (iv) Description, Quantity, unit price, and extension of each item.
 - (v) Date of delivery or shipment.

C. ADDITIONAL REQUIREMENTS

1. **TERMINATION FOR CAUSE:** The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful vendor has the right to terminate this contract for cause by providing a written notice of intent to the Purchasing Administrator to terminate at least thirty (30) days prior to the effective date of the contract termination.

2. **CONTRACT RENEWAL TERMS**

Beginning from date of award, the term of this contract shall be automatically extended for one (1) year with up to four years (collectively “Renewal Term”) unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.

3. **TERMINATION WITHOUT CAUSE:** The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.

5. **REPORTING DISPUTES:** The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.
7. **SAFETY:** The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

8. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.
9. **ESTIMATED QUANTITIES:** The quantities of items specified in the Proposal Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Unified Government of Athens-Clarke County requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the Unified Government all items specified in the Proposal Schedule and called for by orders issued in accordance with the Ordering clause
10. **CHANGES:** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
11. **INSURANCE.**
Contractor shall procure and maintain insurance which shall protect the Contractor and ACCGov from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish ACCGov an insurance certificate listing ACCGov as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect ACCGov. The insurance certificate must provide the following information:
 - 1) Name and address of authorized agent
 - 2) Name and address of insured
 - 3) Name of insurance company (licensed to operate in Georgia)

- 4) Description of coverage in standard terminology
- 5) Policy period
- 6) Limits of liability
- 7) Name and address of certificate holder (ACCGov)
- 8) Acknowledgement of notice of cancellation to ACCGov
- 9) Signature of authorized agent
- 10) Telephone number of authorized agent
- 11) Details of policy exclusions in comments section of insurance certificate
- 12) Additional Insured Endorsement

Note: It is the intent of ACCGov that certificates of insurance should comply with the pertinent Rules of the Commissioner of Insurance, which are found in Chapter 120-2-103 of the Official Compilation of the Rules and Regulations of the State of Georgia.

Each policy shall contain a provision that coverage afforded under the policies will not be canceled (or not renewed or allowed to lapse for any reason) until at least thirty (30) days after Owner has received notice thereof as evidenced by return receipt of registered letter. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

The Contractor must submit, along with insurance certificate(s), an additional insured endorsement for all coverages as allowed by statute naming the Unified Government of Athens Clarke County, and a notice of cancellation endorsement.

Coverages and Limits Required:

Workers Compensation (WC):

Workers Compensation Insurance (per Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (a self-insurer must submit a certificate from the Georgia Board of Works Compensation stating that the supplier qualifies to pay its own workers compensation claims). In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

• Bodily injury by accident – per employee	\$100,000
• Bodily injury by disease – per employee	\$100,000
• Bodily injury by disease – policy limit	\$500,000

Commercial General Liability (CGL):

• Each Occurrence Limit	\$1,000,000
• Personal & Advertising Injury Limit	\$1,000,000
• General Aggregate Limit	\$2,000,000
• Products/Completed Ops. Aggregate Limit	\$2,000,000

Automobile Liability:

• Combined Single Limit	\$1,000,000
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Umbrella Liability: \$2,000,000

Environmental Liability: \$1,000,000

Additional Insured: The vendor or contractor shall add "the Unified Government of Athens-Clarke County, its officers, employees, and agents" as an additional insured under the commercial general liability, automobile, environmental, and umbrella liability policies. The additional insured endorsement must be provided.

The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request."

D. **DEFINITIONS:** None Noted.

E. **SPECIFIC TASKS:**

- A. Service provider shall provide thirty (30) foot rubber tire dump trailers that shall be:
 1. Steel or aluminum construction with capacity sufficient to handle sludge generation. Loading equipment shall not be modified by the service provider. Containers shall be constructed to work with Athens-Clarke County existing loading equipment.
 2. Containers may not be stored or unloaded at Athens-Clarke County WRF's in areas not designated as container storage/fill area. All loads removed from Athens-Clarke County Water Reclamation Facilities must be covered while in transit.
 3. Service provider must provide sufficient containers to handle Athens-Clarke County Unified Government disposal needs. The needs of the County shall be determined on a site-by-site basis by the Plant Supervisor. In the event that the needs of a plant change, the Plant Supervisor will give service provider as much notice as is practical. In any case, the service provider will be required to have the additional equipment available within 4 weeks of notification that additional equipment is needed.
 4. Equipment used to haul from a given facility shall be dedicated to that facility. Each facility will require a minimum of one dedicated driver and tractor. Dedicated bio solids trailers shall be provided for the North Oconee Water Reclamation Facility (3 three) and Cedar Creek Water Reclamation Facility (2 two). Drivers will be required to service the bio solids trailers so that facility DOES NOT have to stop production due to lack of empty trailers. Athens-Clarke County reserves the right to revise this requirement (number of dedicated drivers and tractors) as the need of the individual facility changes.
- B. Service provider shall maintain the containers to "near-new" condition.
- C. Service provider is responsible for returning each container to the wastewater facility in a completely empty, clean and odor-free condition. If needed, container liners will be the responsibility of the service provider.
- D. Provide and furnish all vehicles, equipment, land, labor, insurance, utilities, end-use sites and any other facilities, services and permits required and/or necessary to properly and legally receive, transport and dispose of bio solids generated at the WRFs.
- E. Athens-Clarke County warrants that the waste materials delivered to the service provider will not contain any hazardous, toxic or radioactive waste or substances as defined by applicable federal, state,

local, or provincial laws or regulations. The County further warrants that the waste materials delivered to the Service provider have the components and characteristics as follows:

1. 85+ percent dry solids (wastewater solids) from North Oconee WRF's Thermal Dryer
2. 17 – 30 percent dry solids (wastewater solids) from centrifuge dewatering equipment at Cedar Creek and North Oconee WRF

In the event that the County's special waste is later determined to be a hazardous, toxic, or radioactive waste or substance, or if the waste falls outside the parameters described above, the Service provider shall not be obligated to haul or dispose such materials. The County will provide TCLP analytical on an annual basis.

- F. Receive bio solids produced at the WRFs, and assume ownership and title to the said bio solids once loaded in the operator's transportation equipment. The bio solids shall become the sole property and responsibility of the Service Provider. If any spillage occurs in hooking up or transporting trailers, service provider shall immediately take appropriate steps to clean up the spillage.
- G. Service provider shall dispose of bio-solids other than class A bio-solids in a "lined" Subtitle D landfill only, with 5 (five) years GA EPD permitted airspace. Successful service provider shall comply with all applicable Federal, State of Georgia, and local laws pertaining to the proper disposal of sludge as described in the bid documents for this contract.
- H. Service provider shall dispose of class A bio-solids for land application in the manner as outlined in ACC's sludge management plan, as approved by GA EPD. Successful service provider shall comply with all applicable Federal, State of Georgia, and local laws pertaining to the proper disposal of sludge as described in the bid documents for this contract.
- I. All quantities listed are approximate. However, Service provider is guaranteed 3,000 wet tons/per year in the contract. Service provider shall be paid for actual tonnage hauled and the weight of amount hauled will be determined by the weight ticket provided to the service provider when weighed at the landfill and/or state certified scale.
- J. Normal Operating Hours: Trailers may be picked up at the North Oconee Water Reclamation Facility and the Cedar Creek Water Reclamation Facility between 6 a.m. and 6 p.m. Monday thru Friday. Service provider shall obtain a signature on the "manifest" from an Athens-Clarke County-Public Utilities Department representative on site to ensure payment for services. The manifest presented for signature must indicate the date and location of pick-up. A copy of this ticket shall be left with the Athens-Clarke County representative at the time the service is rendered.
- K. Provide to the City and all permitting agencies all monitoring reports for transferring and beneficially utilizing bio solids in compliance with CFR Title 40 Part 503, Title 14 CCR Section 18775.2, CPRC Sections 41780 and 41781.1 and other applicable regulations.
- L. Listing of Addresses and Telephone Numbers for Current Facilities:
 1. North Oconee Water Reclamation Facility
Plant Supervisor – Hannah Justinn 706-614-9857
150 North Oconee Access Road
Athens, Ga 30605
 2. Cedar Creek Water Reclamation Facility
Plant Supervisor – Pat Freeman 706-207-8780
4100 Barnett Shoals Road
Athens, Ga 30605

3. Public Utilities Department Water Reclamation Administration
Superintendent –Michael Hughes 706-613-3486
400 Will Hunter Road
Athens, Ga 30606

SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

The Unified Government of Athens-Clarke County intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Unified Government reserves the right to conduct discussions if the Unified Government later determines them to be necessary.

EVALUATION CRITERIA

Evaluation criteria to be used in determining the selected firm **in order of importance** are:

1. **FIRM EXPERIENCE** in providing services to public sector organizations.

0 to 2 years hauling bio-solids -10 pts

2 to 5 years hauling bio-solids -25 pts.

5 to 10 years hauling bio-solids -50 pts

2. **QUALIFICATIONS** of staff assigned to the contracts.

Drivers assigned to the contract have been hauling bio-solids for 0 to 2 years with citations– 5 pts

Drivers assigned to the contract have been hauling bio-solids for 0 to 2 years without citations– 10 pts

Drivers assigned to the contract have been hauling bio-solids for 2 to 5 years with citations– 20 pts.

Drivers assigned to the contract have been hauling bio-solids for 2 to 5 years without citations– 25 pts.

Drivers assigned to the contract have been hauling bio-solids for 5 to 7 years with citations– 45 pts.

Drivers assigned to the contract have been hauling bio-solids for 5 to 7 years without citations– 50 pts.

3. **UNDERSTANDING OF THE REQUIREMENT** and the ability to perform them in a timely manner.

No understanding- 0 pts

Limited understanding – 15 pts

Full understanding – 25 pts

4. **REFERENCES** including applicable past work with the Unified Government of Athens-Clarke County.

No Operational shutdowns for 0 to 2 years due to no empty trailer/can being available – 10 pts

No Operational shutdowns for 2 to 5 years due to no empty trailer/can being available – 25 pts

No Operational shutdowns for 5 to 10 years due to no empty trailer/can being available – 50 pts

5. **CONTRACTOR FURNISHED EQUIPMENT** including adequacy and relevancy for performance of the requirements of the contract.

Provides 1 tractor for both plants and outlined number of trailers per specs – 10 pts

Provides 1 tractor and 3 trailers, but provide drivers to accomplish goals in specs – 25 pts

Provides 1 tractor and outlined number of trailers per specs -50 pts.

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

A: PROPOSAL FORM

Proposal of _____

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

_____, *doing business as* _____*.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #25039 BIO-SOLIDS HAULING** strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V, B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:		
Contact:		
Address:		
Phone:		Fax
Email:		

By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP #25039 BIO-SOLIDS HAULING
if awarded.

Authorized Representative/Title <i>(print or type)</i>	Authorized Representative <i>(Signature)</i>	Date
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SECTION V – PROPOSAL FORMS**B: ADDENDA ACKNOWLEDGEMENT**

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgement	
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
					<i>Initial</i>

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner's requirements.

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER 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, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned 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 Company Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: The Unified Government of Athens-Clarke County

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

Executed on ___, _____, 202__ in _____, _____.

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 _____, 202__

Notary Public

My Commission Expires: _____

SECTION V – PROPOSAL FORMS

D: SCHEDULE OF SUPPLIES/SERVICES OR PRICE/PROPOSAL SCHEDULE

NOTE: (See separate attached file)

(Must be submitted separately in a sealed envelope)

SECTION VI DOCUMENTS CHECK LIST:

PROPOSAL DOCUMENTS CHECKLIST:

- 1. Cover Letter
- 2. Table of Contents
- 3. Business Information
- 4. Qualifications and Experience
- 5. References/Reference Projects
- 6. Financial Information and Documentation
- 7. Contractor Provided Equipment
- 8. Other Relevant Information

MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal Form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Schedule of Services/Supplies and Price Proposal **(Must be submitted separately in a sealed envelope)**

NOTE: (See separate attached file)

ATTACHMENT A

What Your Business Needs to Know about Georgia's E- Verify Requirements

(Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#)) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses **with 10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.

ATTACHMENT B: SCHEDULE OF SERVICES/SUPPLIES AND PRICE PROPOSAL

NOTE: (See separate attached file)