

WARE COUNTY BOARD OF COMMISSIONERS

June 24, 2026

GARBAGE COLLECTION AND DISPOSAL

Request for Proposal

FY27-0626

**Ware County Board of Commissioners
Finance Department
305 Oak Street, Suite 227
Waycross, Georgia 31501
912-287-4300**

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF CONTENTS.....	2
INVITATION TO PROPOSERS	3
INSTRUCTIONS TO PROPOSERS.....	4
PROPOSAL SCHEDULE	6
GENERAL INFORMATION.....	7
OPTIONAL PROPOSALS	8
PROGRAM SERVICES	8
FEE SCHEDULE	13
TECHNICAL & FEE PROPOSAL	14
GENERAL CONDITIONS	16
AFFIDAVIT	22

INVITATION TO PROPOSERS

The Ware County Board of Commissioners 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., Tuesday August 4, 2026**. Proposals will be publicly opened and only the names of those proposers responding will be mentioned. No faxed or late proposals will be accepted.

Ware 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 Ware County. Ware County may enter into negotiations with the contractor of their choosing to obtain the best value for Ware 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. Ware County will be the sole judge of the weights given these factors.

Contract period will be for a period of 1 year commencing on January 1, 2027, with the option to be renewed annually for the same terms for up to 4 addition years (total 5 years). Contract will be cancelled in the event funds are not available. Each year, at least 90 days prior to contract renewal, Ware 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 Ware 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 the Ware County, Georgia.

Garbage Collection and Disposal
RFP # FY 27-0626

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 FY 27-0626 Garbage. Proposals may be hand delivered to Ware County Commission Office, 2nd Floor, Ware County Administration Building, 305 Oak Street, Suite 227, Waycross, GA 31501 or mailed to Ware County Board of Commissioners, 305 Oak Street, Suite 227, Waycross, GA 31501.
4. **Proposal Form:** Proposals shall be submitted on the Schedule Forms included herein. The Proposer will submit an original and four (4) copies of its Proposal. Failure to acknowledge receipt of amendment(s), failure to include representations, certifications, affidavits 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 ninety (90) days prior to the expiration of a contract period, Ware 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 subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. Ware County must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making Ware County a party to such subcontract, or subjecting Ware County to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor.
7. **Addenda to RFP:** Ware 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 Ware 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 Ware County. Ware County will select the Proposer that best serves the interests of Ware County and residents of the unincorporated area of Ware County. The Ware 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:

Ware County Board of Commissioners
Attn: James Shubert, County Manager
305 Oak Street, Suite 227
Waycross, Georgia 31501
(912) 287-4300
jshubert@warecountyga.gov

10. Disclaimer: Ware County has, to the best of its knowledge, represented information and data that are current and applicable to this project. Ware County is providing the information contained herein as a courtesy to the Proposer. Ware County neither guarantees nor warranties that the information contained in this RFP or referenced documents is accurate and complete. Ware 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 WARE COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF WARE COUNTY.

PROPOSAL SCHEDULE

#	Activity	<i>Estimated Date</i>
1.	Deadline for receipt of proposals: at 2:00pm	08/04/26
2.	Evaluation Team score proposals:	08/06/26
3.	Evaluation Team makes recommendation to County Commission	08/10/26
4.	County Commissioners take formal Award action:	08/10/26
5.	Notice of Award and contract documents sent to successful Proposer:	08/17/26

GENERAL INFORMATION:

1. Minimum Basic Service Requirements (The service outlined below is the current level of service that is provided to Ware County and will be used as a minimum service requirement. Ware County will entertain all submitted proposals and options.)
2. Ware County requires a monthly flat rate for County residents and businesses.
3. Residential customers shall be serviced once a week in roll-out carts.
4. Missed garbage shall be addressed by contractor and their staff.
5. Rollout service shall be provided free of charge for approved elderly and disabled citizens.
6. Waste collection “green box” and “solid waste curbside carts” at Ware County owned sites below:

Ware County Sites:

- Ware County Courthouse & Administration Building
800 Church Street *four solid waste carts / two green boxes*
- Trembling Earth Recreation Site
Wadley Road *four solid waste carts / two green boxes*
- Vol. Fire Stations
(11 various locations) *one solid waste cart per location*

Ware County Industrial Park Sites:

- PSAF/Fire Station #1
Harris Road *two solid waste carts / green box*
- Sheriff & Ware County Jail
Harris Road *two solid waste carts / two green boxes*
- Public Works
Harris Road *two green boxes*
- 4H Extension Office
Harris Road *one green box*
- Airport
Keen Drive *two solid waste carts*

7. Location of landfill or transfer station that you will be utilizing.
8. Price per ton for Ware County to dispose of non-hazardous waste.
9. Universal curb side special collection (White /Brown Goods) 1 x per week
10. Current dates and routes of collection must be maintained as to not inconvenience Ware County citizens.
11. Collection of Fees:
 - a. Contractor will bill and collect fees for service.
12. A Notice to Cure will be issued by Ware County if a problem arises with the service level and is not addressed by contractor and corrected immediately.
Contractor must cure within 10 days.
13. List all company observed holidays.

14. Emergency Service in the event of a natural disaster.
 - a. Contractor will adhere to the Waycross/Ware County Emergency Operations Plan.
15. Special Collections:
 - a. Contractor shall provide a minimum of 12 (one per calendar month) Saturday special collections, per calendar year,
 - b. Collections shall be located in unincorporated Ware County.
 - c. Contractor employees shall furnish all equipment labor to assist citizens in disposal of approved items or materials.
 - d. Location, date(s) and time to be approved by Ware County.
16. All residential households and multi-family complexes residential garbage collection is NOT mandatory.
17. The successful proposer must provide back door services to handicapped individuals. This service will be provided at no additional charge.

OPTIONAL PROPOSALS

List any additional services your company would furnish (additional proposals and cost). Please detail scope of work and all associated cost to Ware County.

PROGRAM SERVICES

1.0 SERVICE REQUIREMENTS

The successful proposer will provide all services contracted for from each residence. Such services shall include, but not be limited to: household garbage backdoor service and any other service chosen by the County.

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 6 a.m. and 7 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 SUSPENSION OF CURBSIDE COLLECTION

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 will advertise a minimum of three (3) times, schedule changes for holidays at least 10 days before any observed holidays. Contractor shall supply a list of observed holidays.

3.0 COLLECTION EQUIPMENT

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 Ware County Public Works Department. The report will include the address(es) of the area the spilled occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the Ware County Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.

Collection container size shall be 95 gallons.

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

4.0 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection is missed and the household 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.

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. The contractor shall make note of any containers that are not at curbside during the regular collection. 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 98% of all complaints within 24 hours of the complaint.

5.0 PERSONNEL

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

Each driver of a collection vehicle shall at all times 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

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 a 95-gallon lidded, wheeled trash container. All equipment will bear the County Logo and can number. 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.

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.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

No. _____ Date: _____

No. _____ Date: _____

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*
- ☐ *Ownership*
- ☐ *Acknowledge Addendum/Amendments*
- ☐ *Insurance Certificates*
- ☐ *E-Verify Forms*

<u>0001</u> : Collection & Disposal of Residential/Small Commercial Garbage. 95 Gal. Per Month.	\$
<u>0002</u> : Disposal Fee for County disposal at designated landfill or transfer station. Cost per ton.	\$
<u>0003</u> : Residential/ Small Commercial charge for return due to customer neglect to place can curbside.	\$
<u>Opt. #1</u> : Universal Collection and Disposal of Brown/White Goods. Total Monthly Fee	\$
<u>Opt. # 2</u> : Delivery Cost per 30 yard Roll Off Containers for County Use. Detail other container cost on separate sheet.	\$

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 Manager. 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	40 %
Personnel Experience	15 %
Approach	10 %
Fees	<u>35%</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 - 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 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 Waycross, 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, a draft contract shall be constructed by Ware County and forwarded to the successful Proposer for execution and then to the County's Commissioners for acceptance. ***Ware County's draft contract format will be the only acceptable document for execution. Ware County will only entertain or accept any exceptions or amendments to the contract provided with the concurrence of the Ware 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

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 July 1st of each contract renewal date.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times 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:

***The limits of insurance are as follows:**

General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;

Automobile Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

Workers' Compensation Insurance as will protect potential bidder from Workers' Compensation Acts.

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

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, including any 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 90 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 of 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 as a result 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 90 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 and County 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 at all times 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 Public Works Director 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 Public Works Director 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.

c. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described in a. above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the County and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made contingent upon Commission approval. Request must be received by the County a minimum of 120 days prior to contract renewal.

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 Ware 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 Ware 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 Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into 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 any and 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 any and 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 so as to insure the least possible obstruction to traffic and inconvenience to the general 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

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

Continued on next page
Signature Form

This proposal is submitted to the Ware 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 Ware 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 in order 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.

Initial

Continued on next page.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail _____

Federal Taxpayer Identification Number: _____

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

Name: _____

Address: _____

Title: _____ Date: _____

Telephone: _____ Fax: _____

E-mail: _____

OWNERSHIP AND CONTROL INFORMATION

Ownership Identification: To be completed by all principals, officers, and directors of the Proposer and by beneficial owners of twenty percent (20%) or more of the stock or other ownership interest in the bidding firm. Beneficial owners include individuals, corporations, partnerships, joint ventures and unincorporated associations.

(Name of individual)

(Name of organization)

(Address)

(Address)

Nature of Interest:

- ☐ Partner
- ☐ Stockholder/Owner
- ☐ Officer
- ☐ Corporate Director

(Profession or Occupation)

(Name of Employer)

(Address of Employer)

(Address of Employer)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal had any legal action against them or their company?

Responses: If "yes" is the response to any of the questions on the previous page, provide information below such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

- End of This Section -