

**City of Duluth**  
3167 Main Street  
DULUTH, GEORGIA 30096



**REQUEST FOR PROPOSAL**  
**No. 2019-001**

**COLLECTION OF RESIDENTIAL REFUSE, RESIDENTIAL  
RECYCLABLE MATERIAL, RESIDENTIAL YARD WASTE,  
AND COMMERCIAL/INDUSTRIAL REFUSE AND  
RECYCLING**



**City of Duluth**  
3167 Main Street  
DULUTH, GEORGIA 30096

### **Request for Proposals**

#### **A Comprehensive Approach for the Collection of Residential Refuse, Residential Recyclable Material, Residential Yard Waste, and Commercial/Industrial Refuse and Recycling**

Sealed Proposals are requested and will be received by the City of Duluth, Georgia for the collection of refuse (including but not limited to waste, garbage, refuse matter, filth, food scraps, rubbish, paper, recyclable matter, decayed matter and matter likely to decay) generated in the City including residential refuse, commercial and industrial refuse utilizing permanent containers as well as a program for the collection of recyclable materials and yard waste. The City of Duluth hopes to achieve a solid waste management scheme for the collection of refuse in accordance with State law requiring municipalities to reduce solid waste within the City while providing a cost savings to the City and its citizens, to ensure a reduction of collection vehicles utilizing its streets, assurance that service providers providing waste collection services are insured and capable of performing the service in a competent manner, and providing for recourse by the City against service providers should complaints be received and a financial benefit to the City in the form of franchise fees for the collection of residential/commercial/industrial refuse.

Bids for the services outlined in this RFP will be received on a bid form on which providers will bid for the following:

Residential Refuse and Recycling, Residential Yard Waste, and Commercial/Industrial Refuse and Recycling. It is believed that typically there are efficiencies of scale where one company can handle all of the services and this bid scheme will allow the City to determine the relative discounts and benefits to the citizens and businesses receiving services and the City. The awarded proposer will enter into a one year contract that may be automatically renewed on an annual basis for additional twelve-month terms, for a total lifetime contract term of up to five (5) years. The contract will indicate the City will receive a franchise fee on four per cent 4% of the total commercial and industrial receipts.

Proposals must follow the proposal instructions and be made on the proposal forms furnished by the Office of the City Clerk, 1<sup>st</sup> floor of Duluth City Hall, located at 3167 Main Street, Duluth, GA 30096.

**Proposed Timetable**

Request for Proposals Issued	January 4, 2019
Pre-RFP Submission Meeting (10:00 am)	January 30, 2019
Questions submittal deadline	February 1, 2019
Responses to questions issued	February 8, 2019
Proposal Due (2:00 pm EST)	February 19, 2019
Acknowledgement of Bids (2:05pm EST) City Hall	February 19, 2019
Presentation to City Council	March, 25 2019 (tentative)
Approval of Contract by City Council	April 8, 2019 (tentative)
Contract start date	May 1, 2019

The Pre-RFP Submission meeting will be held at 10:00 a.m. on the first floor of City Hall in the Council Chambers on January 30, 2019. RFP Proposal submissions must be delivered to, and be on file with, the Office of the City Clerk located on the 1st floor of Duluth City Hall by 2:00 p.m. EST February 19, 2019. The envelope containing the proposal(s) must be sealed and plainly marked “Collection of Solid Waste for the City of Duluth, Georgia.”

Proposals will be publicly acknowledged at 2:05 pm EST on February 19, 2019 at Duluth City Hall, located at the aforementioned address. The selected proposer will be awarded the Contract through a vote of the City’s Governing Body, tentatively scheduled for April 8, 2019.

A proposal bond or certified check must accompany the Proposal(s), in accordance with the proposal instructions.

The City reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City. Price shall not be the sole consideration in awarding the contract. The City reserves the right to accept any portion of the RFP.

**CITY SERVICES**

The “Commercial” portion of the RFP shall provide to the City the following dumpsters and services at no charge:

1. One (1) eight cubic yard front-end trash container at City Hall, which will be serviced two (2) times per week.
2. One (1) eight cubic yard front-end trash container at W.P. Jones Park, which shall be serviced once per week.
3. One (1) eight cubic yard front-end trash container at Bunten Park which will be serviced once a week.
4. One (1) eight cubic yard front-end trash container at the River Green/Scott Hudgens Park serviced once per week.

5. One (1) eight cubic yard front-end trash container at Rogers Bridge Park, which shall be serviced once per week.
6. One (1) eight cubic yard front-end trash container at Duluth Festival Center (pavilion), which shall be serviced once per week.
7. Two (2) thirty yard dumpsters placed within downtown Duluth for July 3<sup>rd</sup> event.
8. One (1) eight cubic yard front-end trash container at the Duluth Public Safety Center, which shall be serviced once per week.
9. At the City Public Works Complex, the following shall be provided at all times:
  - Up to three (3) stationary compactor units – emptied once per week.
  - Four (4) 40 yard limb dumpsters (loose limbs/leaves/logs/branches), emptied once per week at minimum or as needed.
  - Two (2) 40 yard bagged yard waste dumpsters that are emptied as needed, emptied twice a month or as needed.
  - One (1) one extra 40 yard dumpster for overflow yard waste, emptied as needed.
  - Three (3) three 8 yard front end cardboard recycling containers that are emptied once per week.
  - One (1) 20 yard glass recycling container emptied as needed.

All of the above referenced containers (with the exception of those designated for recycling) may be used for the disposal of yard waste, bulky items, “white goods” weighing over fifty (50) pounds and periodic household clean up. Commercial building or remodeling debris, auto parts, tires or accessories, dead animals, and hazardous waste shall not be disposed of in such containers. The containers shall be serviced as listed above or on an as-needed basis.

Following servicing, all units will be returned to the Public Works Complex on the same day. Additional pulls that may be necessary from time to time shall be on an on-call basis and the company is expected to respond to the request within 24 hours or next business day at no additional charge.

10. Five (5) 40 cubic yard roll-offs and (4) four eight cubic yard front-end trash containers will be provided for the Fall Festival event each year.
11. Three (3) eight cubic yard front-end cardboard recycling containers to be placed within the downtown Duluth Central Business District, emptied weekly.
12. Provide up to four (4) additional 20 cubic yard open top container units at the Public Works Facility for one week during the fall and one week during the spring for city-wide neighborhood cleanup purposes. In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations as well as household items consistent with decluttering a home, including but not limited to furniture, mattresses, electronics, etc.

13. Provide up to three (3) 20 cubic yard open top containers to be placed at an area designated by the City twice per year to support City initiatives as part of the Duluth N.O.W program (Neighborhood Outreach Work). In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations, yard debris, and household items consistent with decluttering a home, including but not limited to furniture, mattresses, electronics, etc.
14. Provide 20, 30, 40 yard roll-off containers for Neighborhood Clean-ups at a reduced price for rental by neighborhoods. Each neighborhood is eligible to hold a Neighborhood Clean-up at reduced rates once per year (document on bid form Chart F)

## **INSTRUCTIONS TO PROPOSERS**

### **1. Receipt and Acknowledgement of Proposals**

The City of Duluth, Georgia (the “City”) invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the Office of the City Clerk, until 2:00 pm EST on February 19, 2019 and will be publicly opened and acknowledged at 2:05 pm EST February 19, 2019. The envelope containing the Proposal must be sealed and addressed to the City Clerk, Duluth City Hall, and plainly marked “Collection of Solid Waste for the City of Duluth, Georgia”.

### **2. Preparation of the Proposal and Criteria**

All Proposals shall be made on the proposal form provided and shall clearly show the amounts and costs in both words and figures and must be signed by the proposer. Additional copies of the proposal form may be obtained from the City. All blank spaces in each proposal form together with appropriate schedules must be completed in ink or typewritten, in both words and figures.

**Cost proposals must be submitted for all services to be considered.** Proposals which fail to include cost proposals for each of each service will not be considered. Residential recycling shall be part of any proposal for Residential Refuse and shall always be provided at no charge.

If a unit price or lump sum already entered by the proposer on the proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, initialed by the proposer in ink.

The City will select a service proposer based after an evaluation of the following criteria: cost of services, experience of the proposer in the market, the quality and number of references provided by the proposer, the City’s own experience with various proposers, the ability of the proposer to perform the services, customer response time, and the proposer’s financial viability and stability.  
**Cost will not be the sole criteria for selecting the proposer.**

In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items at the unit prices, the unit prices, as written out in words, in the proposal form shall govern and any errors found in said products, and in the addition, will be corrected.

Each Proposal must be submitted in a sealed envelope bearing the name of the proposer on the outside, its address and plainly marked "Collection of Solid Waste for the City of Duluth, Georgia". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as follows: Office of the City Clerk, Duluth City Hall, 3167 Main Street Duluth, GA 30096. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered.

### 3. **Proposal Security and Evidence of Insurance**

Each Proposal must be accompanied by a bond or a certified check of the proposer, drawn on a national bank, in an amount equal to \$10,000 as a guarantee on the part of the proposer that it will, if called upon to do so, accept and enter into a contract as mutually agreed upon by the City and the selected proposer to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected proposer have executed the Contract, or, if no proposal has been selected within one hundred twenty (120) days after the date of the opening of the proposal, upon demand of the proposer at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

**Each Proposal must also be accompanied by a certificate of insurance evidencing the coverage listed in the following sections. The proposer will be required to have insurance throughout the duration of the contract.**

### 4. **Insurance Requirements**

The awarded proposer shall not commence work under this contract until all insurance required under this paragraph and such insurance has been approved by the City Attorney.

- A. Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the Office of the City Clerk prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty-day prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, shall have adequate policy holders and financial ratings in the latest ratings of A.M. Best, and shall be part of the Insurance Guarantee Association Act.
- B. Insurance shall be in force until all work required to be performed under the terms of the contract is satisfactorily completed, as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, the proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewal certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The proposer shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

C. Commercial General Liability Insurance naming the City as an additional insured with no less than the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$2,500,000
Bodily Injury Except Automobile	\$2,500,000 each occurrence
Property Damage Liability Except Automobile	\$3,500,000 each occurrence
Automobile Bodily Injury	\$5,000,000 each occurrence
Excess Umbrella Liability	\$7,500,000 each occurrence

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

D. Commercial Automobile Liability Insurance naming the City as an additional insured with no less than the following limits:

Combined Single Limit	\$ 5,000,000
Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.	

5. **Liquidated Damages for Failure to Enter Into the Contract**

The Contract shall be deemed as having been awarded upon the vote or resolution of the Governing Body of the City to the proposer. Formal notice of such award will be mailed to the proposer by certified mail, return receipt requested.

The proposer to whom the Contract shall have been awarded will be required to execute four (4) copies of a Contract mutually agreed upon by the City and the selected proposer and to furnish insurance certificates as required. In case of the proposer's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, proposer will be considered to have abandoned all rights and interest in the award, and proposer's proposal security shall be declared forfeited to the City as liquidated damages, and the award may then be made to the next best qualified proposer of the work, or re-advertised for Proposal as the City may elect. Such forfeited security shall be the sole remedy of the City.

6. **Security for Performance**

The Proposal(s) shall be accompanied by a letter from a corporate surety satisfactory to the City stating that a Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful proposer(s). Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the Power of Attorney attached thereto.

The successful proposer(s) will be required to furnish a Performance Bond as security for the faithful performance of this contract. Said Performance Bond must be in an amount of \$160,000.

Premium for the bonds described above shall be paid by the proposer. A certificate from the surety showing that the bond premiums are paid in full shall accompany the executed contract.

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

7. **Power of Attorney**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

8. **Scope of Work**

The work under this contract shall consist of the items contained in the Bid Form, including all incidentals necessary to fully complete said work in accordance to these specifications.

9. **Conditions**

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the Specifications.

It is also expected that the proposer will obtain information concerning the conditions at each location that may affect its work.

The failure or omission of any proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to their proposal or to the contract. The City shall make all such documents available to the proposers.

Except with respect to conditions which are not discoverable by a visual examination of thoroughfares, the proposer shall make its own determination as to existing conditions and shall assume all risk and responsibility with respect to such conditions and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The proposer's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed



shall apply to the contract throughout, and they will be deemed to be included in the Contract as though written out in full in the contract.

10. **Addenda and Questions/Explanations**

Explanations/questions desired by a prospective proposer shall be requested of the City in writing by February 1, 2019. If explanations are necessary, an explanation shall be made in the form of an Addendum, a copy of which shall be posted on the city website. Every request for such explanation shall be emailed to the City Clerk at the following address: tlynn@duluthga.net. Any verbal statements regarding same by any person prior to the award shall not be authoritative and shall not be binding.

Addenda issued to proposers prior to the date of receipt of proposals shall become a part of the Bid Specifications and Sample Contract, and all proposals shall include work described in the Addenda. No inquiry received after February 1, 2019 will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued will be posted on the city's website, no later than February 8, 2019 prior to the date fixed for the opening of proposals.

11. **Name, Address and Legal Status of the Proposer**

The proposal must be properly signed in ink and the address of the proposer given. The legal status of the proposer, whether corporation or partnership or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate-by-laws and shall also list the state in which it is incorporated. A partnership proposer shall give full names of all partners. Partnership and individual proposers will be required to state in the proposal the names of all persons interested therein.

The place of residence of each proposer, or the office address in the case of a firm or company, with country, state and telephone number, must be given after their signature.

If the proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with their Proposal, legal evidence of their authority to do so.

12. **References**

Proposers should provide references in the proposal that can attest to the experience, qualifications and character of the proposer.

13. **Competency of Proposer**

The opening and reading of the proposal shall not be construed as an acceptance of the proposer as a qualified, responsible proposer. The City reserves the right to determine the competence and

responsibility of a proposer from its knowledge of the proposer's qualifications or from other sources.

Submission of the following data along with the RFP submission regarding the qualifications of the proposer is required in order to determine whether it is a qualified, responsible proposer. The proposer will be required to furnish the following information:

- A. A copy of the latest available financial statement of the proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized form of independent certified public accountants.
- B. Evidence that the proposer is in good standing under the laws of the State of Georgia, and, in the case of corporations organized under the laws of any other state, evidence that the proposer is licensed to do business and in good standing under the laws of the State of Georgia or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- C. Evidence in form and substance satisfactory to the City, that proposer (or proposer's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses no less than five (5) years actual operating experience as a going concern in refuse collection and disposal; or meets acceptable, equivalent qualifying experience. Also, proposer possesses no less than two (2) years recyclable materials collections, marketing experience, and utilization of a facility for processing of recyclable materials.
- D. Evidence that the proposer is capable of commencing performance as required in the Bid Specifications and /or Sample Contract.
- E. Evidence, in form and substance satisfactory to the City, that proposer possesses as a going concern, the managerial and financial capacities to perform all phases of the work called for in the Bid Specification and/or Sample Contract.
- F. Evidence in the form and substance satisfactory to City, the proposer's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Bid Specifications and/or Sample Contract.
- G. Such additional information as will satisfy the City that the Proposer is adequately prepared to fulfill the contract.
- H. Indication of adequate equipment to service the City or plans to purchase additional equipment to adequately service the City.

The Proposer may satisfy any or all experience and qualification requirements of this Section by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of that parent.

14. **Disqualification of Proposers**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the qualification of a proposer and the rejection of its Proposal.

- A. Evidence of collusion among proposers.
- B. Lack of competency as revealed by either financial statement, experience or equipment statements as submitted or other reports.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous municipal contract for failure to perform.
- E. Failure to complete price proposals for each service set out in the bid form.

15. **Residential Refuse and Recycling**

Proposals for refuse collection and recyclable materials collection and delivery are solicited based on the following frequencies (Use attached bid form):

- A. Residential Refuse Collection one (1) time weekly per household
- B. Residential Recyclable Collection one (1) time weekly per household
- C. Residential Yard Clippings Collection one (1) time weekly per household (charge by bag or other system on an annual basis).

16. **Commercial/Industrial Refuse and Recycling**

- A. Commercial/Industrial Collection (based on size and frequency required)
- B. Dumpsters and Containers identified under “City Services” with stated schedules (provided at no charge)
- C. Residential Neighborhood Clean-up, with stated schedules (provided at no charge)
- D. Permanent Roll-Off containers for industrial (based on size and frequency required)

17. **Method of Award**

The City reserves the right not to accept any Proposal or portion of any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any

alteration, erasure or interlineations of the Bid Specifications, Sample Contract, and/or Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the contract shall be awarded within 60 days following the date that Proposals are publicly opened and read. A “short list” of qualified Proposers may be developed by the City and those proposers on the short list may be invited to make a presentation of their services and answer questions before the City Council prior to final award.

18. **Disposal Site**

The proposer shall provide evidence reasonably satisfactory to the City that the proposer, if awarded the Contract, will have the right to use a valid disposal site(s) under and for the duration of the Contract.

19. **Refuse Bags for Residential Proposer**

The proposer will provide to the City and prearranged outlets specially marked and colored bags for refuse. The bags shall be of the following size and quantity; 42 gallon capacity in boxes of twelve (12), 32 gallon and 15 gallon capacity in boxes of twenty (20). All bags shall be minimum 2.5 mil thickness and sufficient strength to resist puncture, breakage and tearing from normal residential use. Bags must be uniform and unique to the City of Duluth refuse and recycling program. The cost of the boxes of bags sold to citizens by the City or any other approved outlet for sales shall be collected by that entity. The City shall be billed once per month for the number of boxes of bags it sold. Should the City approve the discounting of boxes of Refuse Bags sold to retail outlets, the proposer shall invoice the City for the difference in the discounted price and that allowed by the Contract for the number of boxes sold to the retail outlets and the City shall subsidize the proposer by that amount. The out of pocket cost for any remaining unsold boxes already delivered to the City or any other approved outlet at the termination of the existing Contract shall be reimbursed by the new proposer awarded a contract, if different from the existing contractor unless some other agreement is reached between the two parties. Similarly, any out of pocket costs incurred in the future by the successful proposer at the completion of the proposed contract for any remaining unsold boxes already delivered to the City or any other approved outlet at the time of the termination of the new Contract shall be reimbursed by a new proposer awarded a contract at that time if different from the successful proposer unless some other agreement is reached between the two parties. Any sold boxes of bags shall be honored and the residential refuse picked up by the successful proposer for a period of 120 days from the start of the contract.

20. **Recycle Bins for Residential Proposer**

Currently households in Duluth utilize a combination of 18 gallon bins and 95 gallon rolling carts for recycling. The bins are the property of the City of Duluth with the carts owned by the current contractor. The selected proposer, if different from the existing contractor, will provide new 95 gallon rolling carts to all households currently utilizing such carts. Distribution of new carts, if applicable shall be accomplished within five (5) days of commencement of contract. Any 95 gallon cart or 18 gallon bin shall be provided free to all current and future households. The 95 gallon rolling cart will remain the property of the contractor. The recycling bin shall be a container made of rigid plastic imprinted with the “City of Duluth Emblem.” Collection of

recyclables shall be a free service to all households.

21. **Residential Yard Waste**

The Company shall provide once (1) weekly curbside service of Residential Yard Debris which is to be placed in specifically designated bio-degradable paper bags purchased by the resident on the curbside no later than 7:00 a.m. on Wednesdays of each week. Although this service is optional for residents, the contractor must offer this service. Billing for this service is conducted directly to the resident by the provider.

22. **Refuse Containers for Commercial/Industrial Dumpsters, Permanent Roll-Off Containers**

Containers required for the collection of commercial and industrial refuse from commercial and industrial units shall be charged at the rates contained in proposer's proposal. The proposer must provide appropriately-sized containers to each commercial and industrial business (i.e., based on their defined need).

23. **Sale of Recyclable Materials**

The proposer, pursuant to this contract shall be responsible for transporting all recyclable materials to a recognized processing facility where all materials will be recycled. All proceeds from the sale of the materials shall be property of the proposer. The proposer will accept ownership and Title of the Recyclable materials at the point in the time in which the residential or commercial customer places the recyclable materials on the curbside.

24. **Cost of Living Adjustment**

The proposer awarded the contract may petition the City Council for a cost of Living Adjustment following the completion of the second year of the contract as outlined in the attached "sample contract." The approval of any Cost of Living Adjustment is at the discretion of the City Council.

25. **Education and Promotional Program**

The proposer, as part of their proposal, shall supply monthly educational and promotional material to encourage recycling for inclusion in the City Newsletter. The number of pickup of residential, commercial, roll-offs, etc. shall be reported to the City on a quarterly basis with the estimated tons, containers, etc. of refuse. This information shall not be considered confidential.

## BID FORM

### Collection of Residential Refuse, Residential Recyclable Material Residential Special Waste, Residential Yard Waste and Collection of Commercial/Industrial Refuse,

TO: City Clerk Teresa Lynn of the City of Duluth, Georgia

Proposal of \_\_\_\_\_ (an individual) (a partnership) (a corporation) duly organized under the State of \_\_\_\_\_.

The undersigned having carefully read and considered the terms and conditions of this agreement for collection of residential refuse, recyclable material, yard waste, and special waste; commercial refuse and special waste and recycling; industrial refuse and special waste and recycling for the City of Duluth, Georgia, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Request for Proposals and the Bid Form as well as in the Contract, which shall be negotiated by the parties based on the Request for Proposals and the Bid Form, at the rates (expressed in words and figures) hereafter set forth (with the exception of provided tables):

\* NOTE: for the sake of simplicity, the City has used the word “refuse” in this Bid Form to cover and include all types of material to be collected under this RFP.

Description of Unit	Price in Figures and Words
<p>A. Once weekly per household curbside collection of residential refuse in bags of the following size and quantity; 42 gallon capacity in boxes of twelve (12), 32 gallon and 15 gallon capacity in boxes of twenty (20). All bags shall be minimum 2.5 mil thickness and sufficient strength to resist puncture, breakage and tearing from normal residential use.</p>	<p>15 gallon bag (20 per box) \$ per box _____                      32 gallon bag (20 per box) \$ per box _____                      42 gallon bag (12 per box) \$ per box _____</p>
<p>B. Once weekly per household curbside collection of residential recyclables consisting of: newspaper, food and beverage containers, plastic soft drink bottles and milk jugs, tin food cans, aluminum beverage cans, magazines, and corrugated cardboard.</p>	<p>Provided free; see section on requirement for contractor provided carts and bins</p>
<p>C. Once weekly per household curbside collection of residential yard clippings (no maximum of typical Home Depot Yard Bags per home).</p>	<p>\$ _____ annual fee for service, to be invoiced annually</p>
<p>D. Provide dumpsters and containers as specified and listed under city services at no fee</p>	<p>Provided free as shown under city services</p>

E.	Collection of commercial/industrial refuse <b>(City will receive a franchise fee on four per cent 4% of the total commercial/industrial receipts).</b>	Complete Chart “D” below
F.	Collection of industrial large refuse <b>(City will receive a franchise fee on four per cent 4% of the total commercial large receipts).</b>	Complete Chart “E” below
G.	Provide temporary roll offs for neighborhood clean ups allowed once per year per neighborhood	Complete Chart “F” below

**CHART “Form D”  
COMMERCIAL/INDUSTRIAL SERVICE**

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
2yd						
4yd						
6yd						
8yd						
8yd (recycle)						

**CHART “Form E”  
INDUSTRIAL LARGE  
SERVICE PERMANENT  
ROLL-OFFS**

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
10yd						
12yd						
20yd						
30yd						
40yd						
40yd (recycling)						

**CHART “Form F”  
TEMPORARY ROLL-OFFS  
FOR NEIGHBORHOOD CLEAN UPS ALLOWED ONCE PER YEAR PER NEIGHBORHOOD**

Frequency	1/week	2/week
Size		
20yd		
30yd		
40yd		

Proposal By:

Telephone Number:

---

(Company Name)

Principal Office Address:

---

(Company Name)

---

(Contact Person)

---

(Address)

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**SAMPLE CONTRACT**

**Residential, Commercial,  
Industrial Refuse Collection  
And  
Recycling**

**General Bid Specifications (i.e., Sample Contract)**

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Sample Contract for Residential and Commercial Refuse Collection for the CITY of Duluth, Georgia, hereafter called the “City”, whose approval authority rest with the Governing Body.

## **SECTION I: GENERAL**

### 1. Agreement

The City grants to the Company the exclusive right to operate all residential, commercial and industrial refuse collection services upon, over and across the present and future streets, roads, alleys, bridges, easements and other public places located within the present and future limits of the City of Duluth, Georgia. The City will not be responsible for the payment of services rendered to persons whose residences are not located within the Duluth City limits as defined by the most current map of the City. If any areas are annexed into the City, the Company will commence servicing the newly annexed areas within fifteen (15) days after the effective date of the annexation by the City. The Company will ensure those areas not within the City limits are excluded from any and all related services provided through this Agreement.

### 2. Term

The term of this agreement shall commence 12:01 p.m. May 1, 2019 and shall run thereafter for a period of 12 months, expiring at midnight April 30, 2020.

### 3. Option to Renew

After the initial term of 12 months this Agreement may be **automatically renewed** for a one (1) year term for a lifetime contract term of up to five (5) years, unless either party shall give written notice of termination to the other party a) at least sixty (60) days prior to the annual termination date, or b) not more than sixty (60) days following annual termination date. (NOTE: This requirement is included due to potential changes in membership of governing body following annual elections.)

### 4. Franchise

City will receive a franchise fee on four per cent 4% of the total commercial/industrial receipts.

## **SECTION II: COMMERCIAL**

### 1. Collection Services – Commercial/Industrial

The Company shall provide containers of uniform type and color for the collection of garbage and other refuse from all apartments, condominiums, other multi-family residential units, offices, businesses, industries and establishments, other than single family dwellings or duplexes within the City limits, which generate two cubic yards or more of garbage or refuse per week (hereinafter “Commercial Customers”). Commercial Customers may elect to utilize residential service as defined below if they do not generate two cubic yards or more of garbage or refuse per week. The Company shall do and perform the following:

- (A) Furnish to Commercial Customers operated or carried on within the City limits such commercial garbage and refuse collection service as it is deemed necessary by the customer ; except that where necessary to protect the public health, the City shall have the authority to require more frequent collection be made for an appropriate additional payment.
- (B) Furnish containers for all Commercial Customers which generate two cubic yards or more of garbage and/or refuse per week, which container shall be picked up and emptied at such times as shall ensure adequate and sanitary removal services at such locations.
- (C) Keep in good working order all of the containers furnished pursuant to subparagraph (B) hereof.
- (D) Condominiums, apartments and other multi-family establishments will be picked up a minimum of two times each week.
- (E) Deposit all commercial solid waste collected hereunder at an approved sanitary landfill which meets all current Federal, State, and local requirements. All commercial recyclable items collected hereunder must be taken to an approved recycle processing center.
- (F) All garbage, trash and other refuse required to be collected by the Company under subparagraph (b) hereof shall be placed in containers by Commercial Customers. Containers shall not be overloaded to the extent that the top lids cannot be fully closed. The Company shall be responsible for collecting garbage or trash scattered by its employees if such containers are not overloaded.
- (G) All routing and scheduling of trucks used for the pickup of trash and garbage from containers shall be left to the discretion of the company to the end that the scheduled pickups shall be reasonably and equally spaced during each week and shall assure maximum efficiency of operation consistent with service to the customers. With the exception that commercial/industrial pickup will not be accomplished during the weekly rush hours defined as follows: Monday through Friday 6:30 am – 8:30 am and 4:00 pm – 6:00 pm or between the hours of 10:00 pm to 7:00 am when located within 500'-0" of a residential development.
- (H) The City will take such steps as necessary to ensure that all containers shall be freely accessible to the Company and not blocked or placed in unsafe locations for the pickup operation.
- (I) The Company shall furnish the City with statistical data including volume and tonnage of commercial solid waste collected by category during preceding thirty-day period.

2. Collection Fees – Commercial

- (A) All commercial and industrial customers within the City using containerized service shall be billed directly by the Company in amounts not to exceed those set forth as follows:

**CHART “Form D”  
COMMERCIAL/INDUSTRIAL SERVICE**

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
2yd						
4yd						
6yd						
8yd						
8yd (recycle)						

**CHART “Form E”  
INDUSTRIAL LARGE  
SERVICE PERMANENT  
ROLL-OFFS**

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
10yd						
12yd						
20yd						
30yd						
40yd						
40yd (recycling)						

- (B) The charge for pre-compacted material and for rental of compactors and compactor containers shall be negotiated directly between the Company and Commercial Customer involved.
- (C) The charge for permanent roll-off containers shall be according to the chart “permanent roll-off Containers” (see above).

The charge for roll off containers or service not covered in the permanent roll-off chart, items requiring special handling due to size, weight, type of material, and jobs requiring special equipment, special methods of placement and other unique or unusual equipment or service requirements will be negotiated between the Company and the Commercial Customer involved. If agreement cannot be reached between the Company and such Commercial Customer, the matter will be submitted to the City, and City’s decision shall be binding on both parties.

- (D) The Company will invoice each Commercial Customer directly on a monthly basis. The City will cooperate with the Company in its attempts to collect

overdue and unpaid accounts. The Company shall be authorized to require such deposits as it deems necessary or advisable for single service requests, short service or other special circumstances. The Company is further authorized to charge and collect service charges for late payments as provided by Georgia law.

**SECTION III: RESIDENTIAL**

1. Collection Service – Residential

Residential Solid Waste shall mean household garbage and waste defined as putrescible animal, fruit and vegetable matter resulting from the preparation, cooking, storage, sale and serving of food; cans; glass; paper; and other containers and other material that is generated as household garbage.

- (A) Residential solid waste shall be collected on Wednesday of each week between the hours of 7:00 am and 7:30 pm. The waste shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day.
- (B) Only residential solid waste which is contained in or placed with specialized plastic bags provided to designated retail outlets and to the City by the Company shall be collected by the Company pursuant to this Agreement. Company shall sell to the City and designated retail stores plastic garbage bags of a unique color not readily available other than designated retail stores. The plastic bags shall have 42 gallon capacity in boxes of twelve (12), 32 gallon and 15 gallon capacity in boxes of twenty (20). All bags shall be minimum 2.5 mil thickness and sufficient strength to resist puncture, breakage and tearing from normal residential use and uniform and unique to the City of Duluth refuse and recycling program.
- (C) The Company shall bill the City and the City shall pay the Company for such plastic bags on a thirty day net invoice basis from the date of delivery at an initial rate of
  - 15 gallon bag (20 per box) \$ per box \_\_\_\_\_
  - 32 gallon bag (20 per box) \$ per box \_\_\_\_\_
  - 42 gallon bag (12 per box) \$ per box \_\_\_\_\_This may be increased annually according to the Cost of Living Adjustment described later in section IV.
- (D) The Company shall have the right to purchase plastic bags from vendors of its choice.
- (E) The Company shall furnish the City with statistical data including volume and tonnage of residential solid waste collected by category during each preceding thirty-day period.
- (F) The Company shall provide all residence with recycling containers at no charge for all items identified as recyclable.

2. Equipment

The Company shall have ready at all times, in good working order, such man power, materials

and equipment as shall permit the Company to adequately and efficiently perform the duties hereunder. All equipment shall be of the enclosed, load packer type and shall be kept clean and in a sanitary condition. The Company shall have available to it at all times duplicate equipment which can be put into service and operated in case of any mechanical breakdown..

**SECTION IV: OTHER**

1. Insurance

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

(B) For the purpose of this Agreement, the Company shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen’s Compensation	Statutory
Employer’s Liability	\$2,500,000
Bodily Injury Except Automobile	\$2,500,000 each occurrence
Property Damage Liability Except Automobile	\$3,500,000 each occurrence
Automobile Bodily Injury	\$5,000,000 each occurrence
Excess Umbrella Liability	\$7,500,000 each occurrence

(C) The Company shall provide proof of pollution liability insurance in the amount of ten million dollars (\$10,000,000.00) to the City. The pollution liability insurance should remain in effect for the duration of the Agreement between the City and Company. Proof of such insurance shall be provided to the City upon signing of this Agreement and shall be updated annually.

2. Disposal

All waste materials for disposal shall be hauled to a site or facility legally empowered to accept same for treatment of disposal as approved by the relevant governing authorities.

3. Time of Collection

The Company shall collect the Residential Refuse placed in the special bags at the curbside for collection once (1) a week per household. Collection shall not be made on the following days: Thanksgiving, Christmas, New Years Day. Collection which would normally occur on such holidays shall be collected on the on the next regular collection day. Collections times as specified above.

4. Missed Pick-Up

In case of a missed pick-up reported by the City or a Resident, the Company shall collect the Recyclable Materials from such Resident within twenty-four (24) hours of notification by City or such Resident. All calls relating to missed pick-ups shall be logged by the Company and such a log shall be available for inspection by City.

5. Unusual Changes or Costs

The Company or the City may petition the other after April 30, 2020, for rate adjustments at reasonable times, but no more than once quarterly, on the basis of any unforeseen changes in the cost of doing business such as revised laws, ordinances or regulations, increased cost of plastic bags for residential service, changes in location or disposal sites or changes in disposal charges. If not granted, Contract remains in full force and effect.

6. Cost of Living Adjustment

(A) Commencing May 1, 2021, and annually thereafter throughout the term, the fees or compensation payable to the Company may be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (the "CPI") by petition to the City or by the City. Commencing May 1, 2021, and each year thereafter, the fees or compensation for residential and commercial services hereunder may be increased or decreased by a percentage amount equal to the net percentage change in the CPI computed as follows:

(B) Beginning with May 1, 2021, the net change may be the difference between the CPI for the prior twelve month period of \_\_\_\_\_ – \_\_\_\_\_ preceding the effective date of such change. Subsequent years of the Agreement may be adjusted annually based upon the net change for the same period from July to July. For purposes of this paragraph "Consumer Price Index" (the "CPI") may mean the Consumer Price Index established by the Bureau of Labor which is entitled "Consumer Price Index for All Urban Consumers" Atlanta, Georgia, All Items, 1967 – 100, or any appropriate successor Index adopted by said Department.

(C) If not granted, Contract remains in full force and effect.

7. Compliance with Laws

The Company shall conduct operations under this Agreement in compliance with all applicable ordinances, regulations and statutes.

8. Illegal Provisions



If any part or provisions of this Agreement or any portion of the term of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions and term shall not be affected, but shall remain in full force and effect.

9. Single Contract

As part of the consideration to the Company for this Agreement, the City designates the Company as its exclusive contractor and agent to provide all residential and commercial refuse collection and disposal services within the City boundaries, present and future. The City further grants to the Company the right to operate on and utilize all streets, roads, alleys, bridges, easements and other public places in the City in carrying out its duties under this Agreement.

10. Governing Law

This Agreement shall be governed by the laws of the State of Georgia both as to interpretation and performance.

11. Modification

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

**SECTION V: RECYCLING**

1. Recycling Collection Services (Residential and Commercial)

The Recycling Collection Services described herein shall, unless otherwise mutually agreed upon in writing, continue throughout the initial term of this Agreement.

2. Definitions

For the purposes of the Agreement, the following definitions shall apply for all Residential Recycling Materials.

(A) RECYCLING MATERIALS – All newspapers, food and beverage containers, plastic soda bottles and milk jugs, tin food cans, and aluminum beverage cans that are the subject of the City’s collection contract.

- Recyclable Materials may also include Corrugated Cardboard.
- Recyclable Materials may also include magazines.

(B) RESIDENTIAL RECYCLING COLLECTION SERVICES – Those services to be performed (1) time weekly by the Company are as follow:

- (1) The curbside collection of Recyclable Materials from each single family

residence.

(2) Processing of Recyclable Materials which include the sorting and preparation of recyclable materials at the Processing Center.

3. Recycling Containers – Currently households in Duluth utilize a combination of 18 gallon bins and 95 gallon rolling carts for recycling. The bins are the property of the City of Duluth with the carts owned by the current contractor. The selected proposer, if different from the existing contractor, will provide new 95 gallon rolling carts to all households currently utilizing such carts. Distribution of new carts, if applicable shall be accomplished within five (5) days of commencement of contract. Any 95 gallon cart or 18 gallon bin shall be provided free to all current and future households. The 95 gallon rolling cart will remain the property of the contractor. The recycling bin shall be a container made of rigid plastic imprinted with the “City of Duluth Emblem.” Collection of recyclables shall be a free service to all households.

4. Commercial Recycling

(A) The Company shall collect from Commercial Customers all corrugated recyclable materials which are segregated and placed in a recycling container provided to such Commercial Customers by the Company. The frequency of collection shall be negotiated between Company and each Commercial Customer. The Company shall be responsible for processing and marketing such recycling services without additional charge to the Commercial Customers. The Company, however, shall retain the proceeds from the sale of such recyclable materials.

(B) City and Company agree that the Company may expand the scope of the recycling services specified herein as market conditions and the participation in recycling services by Commercial Customers improves.

5. Protection of Recyclable Materials

City agrees to take such steps as may be reasonably necessary to protect the Company’s exclusive franchise for all Recyclable Materials placed at the curbside for collection under the terms of this Agreement.

6. Term: Scope of Recycling Services

The Company shall collect and remove all Recyclable Materials which are segregated and placed in Recycling Containers at the curbside on public streets from all single- family homes, which are located within City limits, both present and future. The Recycling Collection Services performed shall be expanded to include all newly constructed single-family residential units as they become inhabited and the City shall notify the Company in writing of such expansions.

7. Time of Collection

The Company shall collect the Recyclable Material placed at the curbside for collection once (1) a week per household. Collection shall not be made on the following days: Thanksgiving, Christmas, and New Years Day. Collection which would normally occur on such holidays shall be collected on the next regular collection day.

8. Transportation and Ownership of Recyclable Materials

Company shall transport the Collected Recyclable Materials in vehicles specialized for the collection of Recyclable Materials to its Processing Center, and be responsible for the sale of disposal of such Recyclable Materials and shall retain ownership of Recyclable Materials and/or profits or loss there from.

9. Labor and Costs

The Company shall, at its sole cost and expense, furnish all labor and vehicles required to perform curbside collection of Recyclable Materials pursuant to this Agreement.

10. Refusal to Pick-Up

The Company shall not be obligated to make a pick-up if a Resident does not properly separate Recyclable Materials from each other or from other residential refuse. At the time of refusal to make the pick-up, the Company will issue a notice to the Resident which contains instructions for the proper segregation of Recyclable Materials. If a Resident receives two such notices within a period of thirty (30) days, the Company shall notify the City after which time if the matter is not resolved the Company may refuse further recyclable pick-ups from that Resident.

11. Recycling Center

The Company shall utilize a Processing Center which shall accept, but is not limited to, the following: newspaper, glass food and beverage containers, plastic soda bottles and milk jugs, tin food cans, aluminum beverage cans, and corrugated cardboard. All Recyclable Materials collected from Residents shall be processed at the Processing Center. Title to Recyclable Materials brought to the Processing Center shall be with the Company and the Company shall have the responsibility for the sale and/or disposal of such Recyclable Materials. The Company shall notify the City Representative in writing, no less than thirty (30) days prior to any relocation of the Processing Center.

12. Public Awareness Program

(A) The Company shall develop and implement a Public Recycling Awareness program that contains but is not limited to the activities described below:

- (1) Programs promoting recycling for elementary, middle and high school students, scout troops, and other youth organizations in the Duluth area.
- (2) Program updates included in the City of Duluth Newsletter.
- (3) Participation in local festivals, parades and events to demonstrate the Company's on-going commitment to the promotion of curbside recycling.

(B) Materials residents will receive will include:

- (1) A letter from the City officials to all households announcing the scope of the City's curbside recycling program, endorsing the recycling ethic and asking for the full participation of the community. (If the City leaders so desire.)
- (2) Information cards suitable to display on the refrigerator or other prominent places as reminder of when to place Recyclable Materials on the curbside for collection.

### 13. Compensation for Recycling Services

The cost of recycling is a cost covered by the fees for residential and commercial customers, as applicable.

## **SECTION VI: YARD CLIPPINGS**

### 1. Residential Yard Clippings/Debris Collection

The Company shall provide once (1) weekly curbside service of Residential Yard Debris which is to be placed in specifically designated bio-degradable paper bags purchased by the resident on the curbside no later than 7:00 a.m. on Wednesdays of each week.

## **SECTION VII: REPORTING**

### 1. Records and Reports

The Company shall maintain its books and records of statistical data to the performance of the solid waste collection, recycling collection and transportation services under this Agreement and provide monthly summaries to the City in accordance with the following minimum requirements:

#### Monthly Status Reports

- (1) Tonnage summaries of refuse per residence within the boundaries, both present and future, of the City limits of Duluth
- (2) Tonnage summaries of refuse per commercial customer within the boundaries, both present and future, of the City limits of Duluth
- (3) Tonnage summaries of recyclable material collected and marketed per single family residence and commercial customer
- (4) Weekly and monthly participation rates
- (5) Monthly invoice for services rendered
- (6) Description of program progress, including any problems encountered and how they were resolved (provided on an as needed basis).

#### Yearly Status Reports

- (1) Summary of material collected and marketed
- (2) Discussion of the Public Recycling Awareness program and its impact on participation
- (3) Discussion of the Public Recycling Awareness program and its impact on participation
- (4) Summary of the percent reduction in waste stream flow generated by participation in a recycling program
- (5) Recommendation for program revisions

## 2. Deadlines

The Monthly Status Reports shall be submitted to the City within twenty (20) days of the end of each month and Yearly Status Reports shall be submitted to the City within sixty (60) days of the end of each year of operations hereunder. City shall, with at least a thirty (30) day notice, have the right to examine, at its own expense, the books and records of the Company with respect to the services rendered hereunder.

## **SECTION VIII: CONDITIONS**

### 1. Force Majeure

The Company's performance hereunder may be suspended and its obligation hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Company unless such cause or causes are the sole result of action or non-action by the Company. Such causes shall include, but are not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strikes, lockout or injunction.

### 2. Termination of Franchise

In addition to all other rights and powers, the City may have by virtue of this Agreement or otherwise the right to terminate this franchise and all rights and privileges of the Company hereunder in the event that the Company:

- (A) Violates any provision of this Agreement or any rule, order, or determination of the City or the Governing Body made pursuant to this Agreement except where such violation, is cured as set forth below or, is without fault or through excusable neglect;

- (B) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- (C) Attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the City;
- (D) Has a change in the ownership of 50% or more of its stock, without the City's consent, or attempts to transfer this franchise to any entity without the consent of the City.

Any termination of the franchise in accordance with the terms of this paragraph shall take place by an act of the Governing Body of the City after thirty (30) days written notice to the Company of the City's intent to consider such action. The foregoing notwithstanding any termination allegedly due to the failure of the Company to perform any obligation imposed by this Agreement shall only occur after written notice to the Company specifying the alleged default and the Company's failure to cure such default within fifteen (15) days after the date of such notice.

### 3. Cooperation Among the Parties

Whenever consent, action or inaction is required, such consent, action or inaction will not be unreasonably withheld or delayed by either party.

### 4. Severability

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

### 5. City Services

Company shall provide to the City at no additional charge:

- One (1) eight cubic yard front-end trash container at City Hall, which will be serviced two (2) times per week.
- One (1) eight cubic yard front-end trash container at W.P. Jones Park, which shall be serviced once per week.
- One (1) eight cubic yard front-end trash container at Bunten Park which will be serviced once a week.
- One (1) eight cubic yard front-end trash container at the River Green/Scott Hudgens Park serviced once per week.
- One (1) eight cubic yard front-end trash container at Rogers Bridge Park, which shall be serviced once per week.
- One (1) eight cubic yard front-end trash container at Duluth Festival Center (pavilion), which shall be serviced once per week.

- Two (2) thirty yard dumpsters placed within downtown Duluth for July 3<sup>rd</sup> event.
- One (1) eight cubic yard front-end trash container at the Duluth Public Safety Center, which shall be serviced once per week.
- At the City Public Works Complex, the following shall be provided at all times:
  - Up to three (3) stationary compactor units – emptied once per week.
  - Four (4) 40 yard limb dumpsters (loose limbs/leaves/logs/branches), emptied once per week at minimum or as needed.
  - Two (2) 40 yard bagged yard waste dumpsters that are emptied as needed, emptied twice a month or as needed.
  - One (1) one extra 40 yard dumpster for overflow yard waste, emptied as needed.
  - Three (3) three 8 yard front end cardboard recycling containers that are emptied once per week.
  - One (1) 20 yard glass recycling container emptied as needed.
- All of the above referenced containers (with the exception of those designated for recycling) may be used for the disposal of yard waste, bulky items, “white goods” weighing over fifty (50) pounds and periodic household clean up. Commercial building or remodeling debris, auto parts, tires or accessories, dead animals, and hazardous waste shall not be disposed of in such containers. The containers shall be serviced as listed above or on an as-needed basis.
- Following servicing, all units will be returned to the Public Works Complex on the same day. Additional pulls that may be necessary from time to time shall be on an on-call basis and the company is expected to respond to the request within 24 hours or next business day at no additional charge.
- Five (5) 40 cubic yard roll-offs and (4) four eight cubic yard front-end trash containers will be provided for the Fall Festival event each year.
- Three (3) eight cubic yard front-end cardboard recycling containers to be placed within the downtown Duluth Central Business District, emptied weekly.
- Provide up to four (4) additional 20 cubic yard open top container units at the Public Works Facility for one week during the fall and one week during the spring for city-wide neighborhood cleanup purposes. In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations as well as household items consistent with decluttering a home, including but not limited to furniture, mattresses, electronics, etc.
- Provide up to three (3) 20 cubic yard open top containers to be placed at an area designated by the City twice per year to support City initiatives as part of the Duluth N.O.W program (Neighborhood Outreach Work). In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations, yard debris, and household items consistent with

decluttering a home, including but not limited to furniture, mattresses, electronics, etc.

- Provide 20, 30, 40 yard roll-off containers for Neighborhood Clean-ups at a reduced price for rental by neighborhoods. Each neighborhood is eligible to hold a Neighborhood Clean-up at reduced rates once per year (document on chart below)

**CHART “Form F”  
TEMPORARY ROLL-OFFS  
FOR NEIGHBORHOOD CLEAN UPS ALLOWED ONCE PER YEAR PER NEIGHBORHOOD**

Frequency	1/week	2/week
Size		
20yd		
30yd		
40yd		

**SECTION IX: SPECIAL WASTE**

1. Commercial Special Waste

As an additional service to the City, Company shall collect and dispose of Special Waste generated by the Commercial and Industrial Customers existing within the City limits, both present and future. Company’s rates and service requirements for collecting and disposing of Special Waste shall be negotiated with each Commercial and Industrial Customers. In order to ensure that the special waste is handled in an environmentally secure manner, Commercial and Industrial Customers shall be required to acknowledge the following definition of special waste and accurately represent the components of the waste. If an acceptable agreement cannot be reached between the company and customer then the proposed agreement may be submitted to the City by either party to settle the amount to be charged based on acceptable cost for similar service in the area.

2. Definition

“**Special Waste**” means Type A and Type B Special Wastes as defined below.

“**Type A Special Waste**” means any waste from a commercial or industrial activity meeting any of the following descriptions.

- (A) A containerized waste (e.g., a drum portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b.-g. below.
- (B) A waste containing free liquids.
- (C) A sludge waste.
- (D) A waste from an industrial process.
- (E) A waste from any pollution control process.



- (F) Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-e. or g.
- (G) Contaminated residuals or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of wastes listed in a.-f.

### 3. Incidental Amounts of Special Wastes

The Company recognizes that many customers will produce some “Type B Special Waste” as defined below. Incidental quantities of “Type B Special Waste” do not require a Generator’s Type B Special Waste Profile Sheet to be signed by the customer. However, the customer must identify the type and amount of Type B Special Wastes which will be provided to the Company in incidental amounts.

### 4. “Type B Special Waste”

Any waste from a commercial or industrial activity meeting the descriptions which follow:

- (A) **Friable asbestos waste from building demolition or cleaning; wall board, wall spray covering, pipe insulation, etc.** Non-friable asbestos is not a special waste unless it has been processed, handled or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a “Type A Special Waste.”
- (B) **Commercial products or chemicals which are off-specification, outdated, unused or banned.** Out-dated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category, however, containers which once held commercial products or chemicals are included unless the container is empty. A container is empty when:

All wastes have been removed that can be removed using the practices commonly employed to remove material from the type of container, e.g., pouring, pumping or aspirating, and an end has been removed (for containers in excess of 25 gallons), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container (containers > 110 gallons), or no more than 0.3% by weight of the total capacity of the containers remains in the container (containers > 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.

- (C) **Untreated bio-medical waste – Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical including but not limited to a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinarian, hospital or animal testing laboratory. Sharps from these sources must be rendered**

**harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a “Type A Special.”**

- (D) **Treated bio-medical wastes – Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian hospital, animal testing laboratory, or university medical laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in a needle puncture proof containers.
- (E) **Liquids and sludges** from septic tanks, food service grease traps, or washwater and wastewaters from commercial laundries, Laundromats and car washes unless these wastes are managed at commercial or public treatment works.
- (F) **Chemical-containing equipment removed from service.**  
Example: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.
- (G) **Waste produced from the demolition or dismantling of industrial process equipment of facilities contaminated with chemicals from the industrial process.** Chemicals or wastes removed or drained from such equipment or facilities are “Type A Special Wastes.”