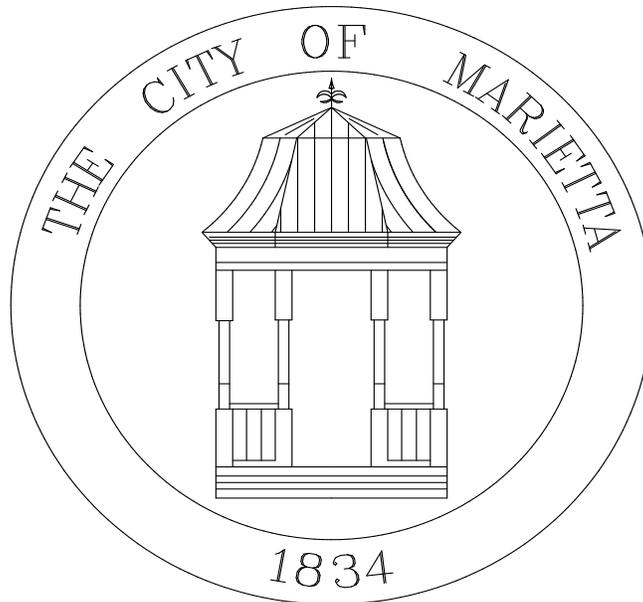


REQUEST FOR BIDS

RECYCLING TRANSFER AND PROCESS SERVICES

RFB-16-38444



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

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FOR
RECYCLING TRANSFER AND PROCESS SERVICES**

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INSTRUCTIONS TO BIDDER FOR INVITATION TO BID

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

11:00 A.M., Thursday, January 21, 2016

For the following:

Recycling Transfer and Process Services

All pricing relative to this bid document shall be completed on the Bid Form, Exhibit BF-1 – 3, and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 11:00 A.M., Thursday, January 21, 2016 at the City of Marietta, Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Ms. Cindy Dorough, (770) 794-5698 or cdorough@mariettaga.gov The City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee,

representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Division at (770) 794-5698 to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.

ARTICLE 5 SEALED & MARKED

**FOUR SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR BID
NO. RFB-16-38444
Recycling Services**

and addressed to: **City of Marietta, Purchasing Division
205 Lawrence Street
Marietta, GA 30060
Marietta, Georgia Cindy Dorough**

ARTICLE 6 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, and partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 7 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price

shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 9 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 10 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 11 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 12 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 12.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 12.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 12.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 12.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 12.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 13 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 14 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the proposal. Unsuccessful bidders shall be notified first-class mail.

ARTICLE 15 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there have been no variances/exceptions or alterations attached to said bid, it shall be

assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 16 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 18 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 19 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a through evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 20 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per person
	\$1,000,000 annual aggregate

III. Automobile Liability Insurance including:

**\$1,000,000 combined single
limit**

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

**SPECIFICATIONS FOR
RECYCLING TRANSFER AND PROCESS SERVICES
CITY OF MARIETTA, GEORGIA**

GENERAL

The City of Marietta provides residential and small business recycling collection services for approximately 12,000 customers located within the city limits. The average quantity collected is approximately 325 tons of recycling per month. The City of Marietta does not operate a recycling facility and plans to enter into a contract with a private firm(s).

REQUIREMENTS

Recycling

The firm(s) selected to provide recycling transfer and process services must agree to accept and process, in a lawful manner, recycling generated and collected by the City of Marietta or contractors on behalf of the City of Marietta.

The delivery site for the City's recycling shall be within a reasonable distance of the city limits, and the distance to the site will be considered as a part of the bid evaluation process.

The delivery site shall consist of a fully enclosed and under roof facility accessed by a paved roadway.

The delivery site and MRF (Material Recovery Facility) must have a current operating permit from the Georgia EPD.

The delivery site shall be open to receive recyclable material between the hours of 7:00 a.m., and 6:00 p.m., Monday through Friday excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

The firm(s) selected to provide recycling transfer and process services shall accept single stream recycling at the transfer and process site. The firm shall have the right to refuse to accept for disposal any material deemed to be hazardous or toxic.

The firm selected shall weigh all recycling material delivered by the City and provide the hauler with an appropriate weight receipt indicating date, time, and weight. In addition, the firm selected shall maintain delivery records so as to

provide a monthly invoice detailing the quantity of recycling delivered in the month including the date, time, and weight of each delivery by the City.

RESPONSIBILITIES

Recycling

The selected firm shall be solely responsible for all recycling transfer and process activity conducted under the service contract issued under this specification, including the techniques, sequences, procedures, means, and coordination of all work. The selected firm shall provide all labor, materials, and equipment to provide recycling transfer and process services to the City of Marietta. The selected firm shall supervise and direct the work in a professional manner, and provide all daily and continuous attention necessary for such proper supervision and direction.

The selected firm shall comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the operation of recycling transfer and process facilities. If any terms of this specification are at variance with any such law, ordinances, rule, regulation, or order, the City shall be notified promptly on discovery of such variance.

All firms responding shall submit to the City a copy of all state permits issued for or authorizing recycling transfer and process operations.

RECORD KEEPING AND PAYMENT REMITTANCE SERVICES

- A. The City of Marietta must be paid on a monthly basis by the contractor for the actual tonnage of Recyclables delivered by the City to the Transfer Station.
- B. Weight slips from a certified scale documenting the actual net weight of the Recyclables delivered to the Transfer Station and the date of delivery and the vehicle number for the City must accompany statement.

BID SUBMISSION REQUIREMENTS

- A. All bids must be submitted on the Bid Forms included herein. All blank spaces must be completed in ink or typewritten, and the required documentation and attachments must be fully completed, executed and attached to the Bid Forms when submitted. All names must be typed or printed below the signatures.

B. Required Bid Forms and Attachments

Bid Form 1: Bidder Identifications, Qualifications and References

Bid Form 2: Recycling Transfer Station Information

Bid Form 3: Price Sheet for Recycling Rebate

C. Bidders must submit one (1) original and three (3) duplicate copies of its Bid and Bid Bond in one sealed envelope labeled "RECYCLING SERVICES BID RFB-16-38444" addressed to City of Marietta, Purchasing Division, 205 Lawrence Street, Marietta, GA 30060, Attn: Cindy Dorough

D. Bids must be submitted no later than Thursday, January 21, 2016 at 11:00 a.m. All Bids will be opened and read aloud at that time.

E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of Marietta Purchasing Division at any time prior to the Bid opening.

PRICING

Recycling (See Bid Form 3 to enter pricing)

The City of Marietta currently collects the following recyclables. The primary bid must be inclusive of the following recyclables currently collected by the City of Marietta. A bid alternate may be submitted with an alternate list that adds and/or removes recyclables from the list.

- News paper
- Magazines
- Phone Books
- Catalogues
- Cardboard Boxes (All packing material such as Styrofoam, bubble wrap, tape, etc must be removed)
- Cereal type boxes (All interior food liners must be removed)
- Shoe boxes, gift boxes and all boxes of this type
- Office paper
- Junk Mail
- Aluminum cans/foil
- Glass-which held consumables- (Clear, brown, Green) not window or mirror glass
- Steel or Tin Cans
- #1 and # 2plastic rinsed/ sodas and water bottles
- Milk Jugs
- Laundry Detergent Jugs

- Antifreeze Bottles Bleach Bottles
- Butter Tubs
- Pizza boxes

The rebate for recycling may be adjusted to reflect a change in demand of recyclables or operational procedure of the recycling transfer and processing from complying with any federal, state, or local statute, rule, or regulation. Notice shall be provided by the selected firm to the City of Marietta that an adjustment in the rebate rate is requested with sufficient information to document the reason for the requested change. The City of Marietta and the selected firm shall then attempt to negotiate a mutually agreeable modification to the rebate structure.

BID EVALUATIONS

- A. All responsive bids will be evaluated to determine which bid represents the lowest and the best bid. A Bid will be considered responsive if it contains all the completed Bid Forms and Attachments required by the Bid Documents. The factors considered when determining the lowest and best Bid include the following:

Ability to Provide Service (20%). Also considers the conduct and performance of the Bidder in previous contracts, which shall include without limitation, compliance with local and state ordinances and statutes.

Unspecified Value , Added Offerings (15%)

1. Recycling

Rebate/Per Ton 35%

Proximity 30%

Ability to Provide Service 20%

Unspecified Value 15%
Added Offerings

- B. No Bid will be accepted from, or Contract awarded, to any person, firm or corporation that: (1) is in arrears or is in default to the City of Marietta upon any debt of contract; (2) is in default, as a surety or otherwise, upon any

obligation to the City of Marietta; or (3) has failed to perform faithfully any previous contract with the City of Marietta.

- C. The City of Marietta reserves the right to: (i) reject any and all Bids; (ii) reject any part of parts of any Bid, (iii) waive any informalities or irregularities in the Bid; and (iv) reject any Bid not prepared and submitted in accordance with these Instructions to Bidders.

DEFAULT AND TERMINATION

The City of Marietta may on sixty (60) days' notice to the selected firm terminate the service contract for recycling transfer and process services without prejudice to any other remedy it may have, when the selected firm material defaults in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the selected firm will include, but is not limited to, the following:

1. Failure by the selected firm to provide service in accordance with the specifications.
2. Abandonment of the facility by the selected firm as measured by failure to perform service on 3 consecutive business days.
3. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the selected firm.
4. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
5. The selected firm's failure to pay taxes or fees or failure to maintain all necessary licenses and permits to operate a solid waste transfer or landfill disposal facility.

Bid Form 1:

Bidder Identifications and References

Bidder Identifications:

Name of Company Submitting the Bid: _____

Street Address: _____

Mailing Address: _____

Contact Name and Title: _____

Phone: _____

E-Mail: _____

Tax ID number: _____

References

Provide three (3) references of current customers receiving similar contracted recycling services as described in this Invitation to Bid.

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BID FORM 2

Recycling Transfer Station Information

Indicate the Recycling Transfer Station that will receive Recycling materials delivered by the City of Marietta for the term and potential extension terms of the contract.

PRIMARY RECYCLING TRANSFER STATION

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

ADDITIONAL RECYCLING TRANSFER STATION IF NEEDED

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

1. Provide a description of the Recycling Transfer Station and photographs of the condition of the Recycling Transfer Station including the tipping locations(s).
2. Indicate the maximum daily limit for Recycling Transfer and Processes received at the Recycling Transfer Station.
3. Attach a copy of the Bidders rules and regulations applicable to all users of the Recycling Transfer Station.
4. Submit a copy of all state permits issued for or authorizing recycling transfer and process operations.

BID FORM 3

Price Sheet

Primary : Price for Recycling Services

All firms responding shall submit the proposed rebate rate for receiving single stream recycling at a rate per ton for the following periods:

1. Contract Year 1: 03/01/16 – 02/28/17 \$_____.
2. Contract Year 2: 03/01/17 – 02/28/18 \$_____.
3. Contract Year 3: 03/01/18 – 02/28/19 \$_____.
4. Contract Year 4: 03/01/19 – 02/28/20 \$_____.

Bid Alternate: Optional Pricing

A bid alternate may be submitted with an alternate list that adds and/or removes any recyclables from the list.