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COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member
James Lowe – Post 2, Council Member
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member
Lorri Christopher – Post 5, Council Member
Weare Gratwick – Post 6, Council Member

June 4, 2013

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) CONSIDERATION OF MINUTES – May 21, 2013 and May 28, 2013

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) REPORTS AND PRESENTATIONS

- 1. D. Wheeler** Update on Community Development Planning Issues

J) OLD BUSINESS

- 1. R2013-04-08** Consideration of a Resolution to partner with the Georgia Department of Revenue in an effort to ensure proper payment of sales tax.

K) NEW BUSINESS

- 1. ACTION ITEM** Consideration of approval of an RFP for sanitation services.

L) EXECUTIVE SESSION

M) ADJOURNMENT

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
May 21, 2013, @ 7:00PM

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1 – Absent
Council Member	James Lowe – Post 2 - Absent
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Attorney	Bill Riley
City Manager	Julian Jackson
City Clerk	Kym Chereck
Director, Com. Dev.	Diana Wheeler

PLEDGE OF ALLEGIANCE: Mayor Mason led the Pledge of Allegiance.

MAYOR’S OPENING COMMENTS: Mayor Mason introduced the City’s new Public Information Officer, Bill Johnson, and welcomed Boy Scout Seth Barrett from Troup 650.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE MAY 7, 2013 COUNCIL MEETING.

By: Council Member Aulbach

Seconded by: Council Member Christopher

Vote: (5-0) (Aulbach, Christopher, Mason, Wright, Gratwick)

CONSIDERATION OF THE MEETING AGENDA:

Two items on the agenda will be tabled.

PUBLIC COMMENT: There was no public comment.

REPORTS and PRESENTATIONS: Community Development Director, Diana Wheeler, provided her report on staff activities that occurred during the period of May 6, 2013 – May 17, 2013. These activities included, among other items, meetings with the website consultant regarding updating the website, an interactive meeting with the Planning Commission and Zoning Board of Appeals regarding the Comprehensive Plan, and meetings with Pond and Company to develop Festival Booth activities and materials.

OLD BUSINESS:

O2013-05-15

SECOND READ and consideration of an Ordinance to adopt and approve Chapter 106, taxes, providing for inclusion and identification in the Code of Ordinances for the City of Peachtree Corners, Georgia to be referenced in the future as Chapter 106 (taxes) as attached hereto and incorporated herein.

MOTION TO TABLE O2013-05-15.

By: Council Member Gratwick

Seconded by: Council Member Wright

Vote: (5-0) (Gratwick, Wright, Mason, Christopher, Aulbach)

NEW BUSINESS:

R2013-05-13

Consideration of a Resolution consenting to the expansion of the Gwinnett Village Community Improvement District.

MOTION TO APPROVE R2013-05-13.

By: Council Member Wright

Seconded by: Council Member Christopher

Vote: (5-0) (Wright, Christopher, Mason, Aulbach, Gratwick)

ACTION ITEM

Consideration of Alcoholic Beverage License Application for Life Time Athletic Peachtree Corners located at 6350 Courtside Drive, Peachtree Corners, GA 30092. Applicant is requesting approval for a Retail Package Malt Beverage license.

MOTION TO APPROVE THE ALCOHOLIC BEVERAGE LICENSE APPLICATION FOR LIFE TIME ATHLETIC PEACHTREE CORNERS.

By: Council Member Gratwick

Seconded by: Council Member Christopher

Vote: (5-0) (Gratwick, Christopher, Mason, Wright, Aulbach)

ACTION ITEM

Consideration of Alcoholic Beverage License Application for Super Carniceria Jalisco #6 located at 7131 Peachtree Industrial Blvd. Ste. 103, Peachtree Corners, GA 30092. Applicant is requesting approval for a Retail Package Malt Beverage license.

MOTION TO APPROVE THE ALCOHOLIC BEVERAGE LICENSE APPLICATION FOR CARNICERIA JALISCO.

By: Council Member Christopher

Seconded by: Council Member Aulbach

Vote: (5-0) (Christopher, Aulbach, Mason, Wright, Gratwick)

ACTION ITEM

An amendment to the Intergovernmental Agreement for the provision of zoning review and permitting services between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia. (Regarding Hotel/Motel Tax IGA)

MOTION TO TABLE THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT.

By: Council Member Gratwick

Seconded by: Council Member Aulbach

Vote: (5-0) (Gratwick, Aulbach, Mason, Wright, Christopher)

ACTION ITEM

Discussion/Acceptance – Local Maintenance & Improvement Grant (LMIG) Funds.

Julian Jackson, City Manager, and Tom Black, of CH2MHill, informed the Council that the grant monies may be used for various items such as paving and capital construction projects. The City is eligible for \$128,784 in grant money, with a matching contribution of \$38,632 by the City. Due to the fact that this is a relatively low amount of funds, it was suggested that the City combine the 2013 funds with the 2014 funds.

MOTION TO APPROVE THE ITEM CONCERNING THE LMIG.

By: Council Member Christopher

Seconded by: Council Member Gratwick

Vote: (5-0) (Christopher, Gratwick, Mason, Wright, Aulbach)

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

MOTION TO ADJOURN AT 7:25 PM.

By: Council Member Aulbach

Seconded by: Council Member Wright

Vote: (5-0) (Aulbach, Wright, Mason, Christopher, Gratwick)

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
May 28, 2013, @ 7:00PM

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1 – Absent
Council Member	James Lowe – Post 2
Council Member	Alex Wright – Post 3 - Absent
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Julian Jackson
City Clerk	Kym Chereck

PLEDGE OF ALLEGIANCE: Mayor Mason led the Pledge of Allegiance.

WELCOME AND OVERVIEW: Mayor Mason welcomed everyone to the public hearing and informed them that the Council would like to hear public input concerning the sanitation services for Peachtree Corners.

ISSUES, PROCESS & INPUT OPPORTUNITY: Julian Jackson, City Manager, informed the public that on July 9, 2013, the City will need to notify Gwinnett County that sanitation responsibilities will be transferred from Gwinnett County to the City of Peachtree Corners. Prior to this occurring, the City would like to hear from the residents as to what type of service they would prefer to receive and also what day of the week would they like that service performed. The City will be issuing a RFP (request for proposal) for sanitation services for Peachtree Corners. In addition to this public hearing, there is an online survey which has currently received 410 responses.

CITIZEN INPUT: Various responses were heard from the public concerning the sanitation services, with the general consensus being that they would prefer pick-up on Tuesdays or Mondays, and are expecting the rate to be reduced due to the fact that coverage will be for Peachtree Corners residents only, and not covering the rural areas of Gwinnett County. The public suggested that the RFP include additional yard bags (currently they allow 12, and previously they allowed 20), include pick-up of paint, Styrofoam, batteries and electronics, and

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an annual spring cleaning pick-up. It was also suggested that the recycling bin be on wheels with a lid, and for the City to ensure that the recycling was distributed to Gwinnett County instead of Fulton County. A representative from Waste Pro and Republic Services introduced themselves and stated that they were available for any questions after the public hearing.

ACTION ITEM: Consideration of transferring responsibility for sanitation services from Gwinnett County to the City of Peachtree Corners, to be effective January 1, 2014.

MOTION TO APPROVE CONSIDERATION OF TRANSFERRING RESPONSIBILITY FOR SANITATION SERVICES FROM GWINNETT COUNTY TO THE CITY OF PEACHTREE CORNERS, TO BE EFFECTIVE JANUARY 1, 2014.

By: Council Member Aulbach

Seconded by: Council Member Christopher

Vote: (5-0) (Aulbach, Christopher, Mason, Lowe, Gratwick)

ADJOURNMENT:

MOTION TO ADJOURN AT 7:30 PM.

By: Council Member Lowe

Seconded by: Council Member Aulbach

Vote: (5-0) (Lowe, Aulbach, Mason, Christopher, Gratwick)

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 5/20/13 – 5/31/13.

- A. Meetings with:
1. Prospective Public Hearing applicants
 2. Property broker to identify suitable sites for business location
 3. Property owners to discuss development plans
 4. Pond and Co. to develop Festival Booth activities and materials
- B. Issued DDA Property RFP, distributed to media, and posted on website
- C. Prepared reports and packets for next Planning Commission meeting
- D. Completed city street map and sent all documents to printer
- E. Responded to phone calls and e-mails from residents, business people, and others

Processed the following permit applications:

1. 5/20/2013 RELIABLE HEATING,AIR&ELECTRICAL; 4610 CLIVEDON TERRACE; ELECTRICAL
2. 5/20/2013 HENRY INCORPORATED; 5933 PEACHTREE IND BLVD STE C; PERMANENT SIGN
3. 5/20/2013 RELIABLE HEATING,AIR,ELECT.,&PLBG; 4610 CLIVEDON TERRACE; PLUMBING
4. 5/21/2013 METROPOLITAN PROPERTIES OF GA,LLC; 4319 ALLENHURST DRIVE; DECK
5. 5/22/2013 TELAID IND INC; 6650 CORNERS IND COURT; ELECTRICAL
6. 5/22/2013 MACLEAN-RIGGINS, INC.; 6200 THE CORNERS PKWY; ELECTRICAL
7. 5/23/2013 4.0 CONSTRUCTION; 4250 RAMEY COURT; BASMENT FINISH
8. 5/23/2013 NORTHWEST PLUMBING; 4319 ALLENHURST DRIVE; PLUMBING
9. 5/23/2013 NESMITH ELECTRIC; 7049 JIMMY CARTER BLVD; ELECTRIC
10. 5/23/2013 NESMITH ELECTRIC; 7049 JIMMY CARTER BLVD; ELECTRIC
11. 5/23/2013 NESMITH ELECTRIC; 7049 JIMMY CARTER BLVD; ELECTRIC
12. 5/23/2013 NEWSOUTH CONSTRUCTION; 5405 SPALDING DRIVE; PERMANENT SIGN
13. 5/23/2013 NEWSOUTH CONSTRUCTION; 5452 PEACHTREE PKWY; PERMANENT SIGN
14. 5/23/2013 NEWSOUTH CONSTRUCTION; 5405 SPALDING DRIVE; NEW ENTRY GATES
15. 5/23/2013 NEWSOUTH CONSTRUCTION; 5452 PEACHTREE PKWY; NEW ENTRY GATES
16. 5/24/2013 STERLING MANOR DEVELOPMENT,INC; 6045 COURTSIDE DRIVE; DECK
17. 5/24/2013 NEAL TOWEY; 4256 STILSON CIRCLE; ELECTRICAL

18. 5/24/2013 CORNERSTONE CHRISTIAN ACADEMY; 5255 TRIANGLE PKWY STE 500; INTERIOR FINISH
19. 5/24/2013 METRO LED SIGN AND LIGHT; 6073 PEACHTREE PKWY; PERMANENT SIGN
20. 5/24/2013 ADCOM SOLUTIONS; 3105 NORTHWOODS PLACE; PERMANENT SIGN
21. 5/28/2013 THE ELECTRIC GUY; 3264 SPRING DRIVE; ELECTRICAL
22. 5/28/2013 AFG BUILDERS INC; 5241 EDGERTON DRIVE; NEW GARAGE
23. 5/28/2013 SYSTEM ELECTRICAL; 6502 HILLANDALE DRIVE; ELECTRICAL
24. 5/28/2013 OPTIMUM HORIZONS,LLC; 5540 PEACHTREE PKWY; SIGN
25. 5/28/2013 HIGH PRIORITY PLUMBING; 3232 MONARCH PINE DRIVE; PLUMBING
26. 5/30/2013 SUPERIOR PLBG; 4875 NATCHEZ TRACE COURT; PLUMBING
27. 5/30/2013 SUPERIOR PLBG; 3736 SCOTTS MILL RUN; PLUMBING
28. 5/30/2013 BBR CONTRACTING,INC; 5135 PEACHTREE PKWY; ELECTRICAL
29. 5/31/2013 LEAPLEY CONSTRUCTION; 5655 SPALDING DRIVE; INTERIOR FINISH

**RESOLUTION TO PARTNER WITH THE GEORGIA DEPARTMENT OF REVENUE
IN AN EFFORT TO ENSURE PROPER PAYMENT OF SALES TAX.**

WHEREAS, O.C.G.A § 48-13-20.1 provides for cities and counties that levy an occupational tax or regulatory fee under Title 48, Chapter 13, Article 1 of the Code of Georgia to collect and submit certain information to enable the Georgia Department of Revenue to ensure that businesses are properly compliant with state and local state tax laws; and

WHEREAS, in order to participate in this voluntary program, the governing authority of the city or county must adopt a resolution consenting to the applicability of O.C.G.A § 48-13-20.1; and

WHEREAS, the City of Peachtree Corners levies an occupation tax and/or regulatory fee under Title 48, Chapter 13, Article 1 of the Code of Georgia; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners desire to have the City of Peachtree Corners participate in this voluntary program;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council that they hereby consent to the applicability of O.C.G.A § 48-13-20.1 and pursuant thereto the City of Peachtree Corners shall participate in the Georgia Department of Revenue's program to verify that businesses paying occupation taxes and regulatory fees are also paying their state and local sales tax.

BE IT FURTHER RESOLVED that, upon adoption of this Resolution, any person who performs and business, occupation or profession subject to an occupation tax or regulatory fee under Title 48, Chapter 13, Article 1 of the Code of Georgia is required to provide the City the following information when paying such occupation tax or regulatory fee:

- (a) The legal name of the business;
- (b) Any associated trade names for the business;
- (c) The mailing address for the business;
- (d) The actual physical address of each location of the business, if it is different than the mailing address;
- (e) The North American Industry Classification System Code (NAICS) applicable to such business; and
- (f) The sales and use tax identification number assigned to the business by the Georgia Department of Revenue, if the business is required by law to have such a number pursuant to Title 48, Chapter 8, Article 1, of the Code of Georgia.

BE IT FURTHER RESOLVED that the City shall provide written notice to all persons subject to the City occupation taxes or regulatory fees and that:

- (a) This information shall be provided to the Georgia Department of Revenue; and
- (b) If the person refuses or fails to provide the required information, the City shall notify the Georgia Department of Revenue of this fact.

BE IT FURTHER RESOLVED that, within thirty (30) days after receiving the payment of occupation taxes or regulatory fees, the City shall electronically submit the information received from each business to the Georgia Department of Revenue.

BE IT FURTHER RESOLVED that a copy of this executed Resolution shall be immediately transmitted to the Commissioner of the Georgia Department of Revenue.

RESOLVED, this the _____ day of _____, _____.

Attest:

Approved:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

**REQUEST FOR
PROPOSAL**
City of Peachtree Corners

FOR

**RESIDENTIAL SOLID
WASTE COLLECTION,
RECYCLING, AND YARD
WASTE PROGRAM**

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Request for Proposals Solid Waste Collection and Recycling Program

Section 1 Introduction/Overview

1.1 Purpose/Objective

The City of Peachtree Corners (hereinafter, “City”) has issued this Request for Proposals (hereinafter, “RFP”) for the sole purpose and intent of obtaining proposals from interested and qualified Contractors to provide Residential Solid Waste, Yard Waste, Bulk Waste, and Recycling Services.

1.2 Background

The City currently operates its residential solid waste collection services through Gwinnett County. The City has a residential customer base of approximately 15,000 homes at once a week service for garbage, once a week service for recycling, once a week for bulk waste (on call) and elective subscription for yard waste service.

1.3 Inquiries

Direct questions related to this RFP to the City Manager and submit such questions in writing, via email to jjackson@peachtreecornersga.org. Please include the RFP Section, page number and paragraph number for each question in order to ensure that questions asked are responded to correctly. Contractors must clearly understand that the only official answer or position of the City will be the one stated in writing.

1.4 Method of Source Selection

The City is using the Competitive Sealed Proposals Points based method of source selection for this procurement. An award will be made to the responsible Contractor whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP.

1.5 Minimum Criteria Response & General Questions

Provide no less than five (5) local GA references of cities similar in size and scope. Include the City’s name, the contract start date, name, position, phone number, and email address

Describe your Recycling Community Outreach and Education Program in detail. List two local government success stories where you boosted recycling awareness and participation rates

Describe your Approach, Transition, and Communication Plan if awarded the Contract, in detail

Describe, in detail, your customer service program

Provide your most recent audited financial statement/report

Describe your Experience and Qualifications

List and describe the designated Disposal Site and Recycling Facility that will be utilized under this Contract

Provide resumes of key local employees

Describe your truck fleet and what type of carts/bins that will be utilized under this contract

1.6 Evaluation of Proposals (Procedure)

An award will be made to the responsible Contractor whose proposal ranks the highest among the total points received and is most advantageous to the City taking into consideration the factors set forth in this RFP.

RFP Evaluation Factors

Local Experience/References	10 points
Recycling Community Outreach & Education	20 points
Approach/Transition/Communication Plan	10 points
Customer Service Plan	20 points
Pricing	40 points

The City shall then score all proposals based upon the points evaluation factors detailed above along with other the RFP criteria provided herein. The City may, as is deemed necessary, conduct discussions with the top two highest ranking responsible responses that have been determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Contractor from full compliance with the RFP specifications and other contract requirements if the Contractor is awarded the contract.

1.7 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Notice Issued	June 4, 2013
Last date for Receipt of Questions	June 11, 2013
Addendum Issued for Pre-Proposal Questions	June 14, 2013
Proposal Close Date	June 20, 2013
Evaluation of Proposals	June 21-July 1, 2013
Projected Award and Contract Execution	July 2, 2013
Projected Start Date	January 2, 2014

Section 2 General Description of Required Performance Outcomes

At a minimum, the contractor must achieve and maintain the performance outcomes listed in the RFP, and remain consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Contractors may also propose additional performance outcomes beyond those minimally required.

2.1 Scope of Work

Service(s) to be provided include curbside residential solid waste service, residential bulk item service, residential recycling service, and residential yard waste service. All solid waste shall be disposed of in a designated, fully permitted, Sub-title D Municipal Solid Waste landfill. The City is looking for maximum sustainability; therefore, Contractor may not mix garbage with yard waste in the same truck. The City will pay the Contractor on a monthly basis, based on the timely invoice with details regarding each residence. The City will direct all calls regarding complaints and/or questions to the Contractor.

2.2 Educational and Promotional Programs

The Contractor, as part of its proposal, shall completely and thoroughly describe the outreach, educational, and promotional programs for recycling (sustainability) that will be provided at the Contractor’s expense. Contractor shall also include samples of promotional materials, educational curricula for local schools, schedule of events prior as part of the RFP Submission. The Contractor shall evidence at least two other local governments where these programs have been successful.

2.3 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, and surcharges. Contractor may offer City other offerings or service enhancements as part of the proposal.

Option 1

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City’s logo embossed on one side
- Include once a week bulk item service on a call-in basis
- Monthly Rate for one time per week residential recycling service using new Contractor owned 18 gallon bins with the City’s logo embossed on one side

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

On a separate sheet of paper, describe your recycling rebate or revenue sharing program and list all recyclables accepted in your program

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4') feet in length and no more than five (5") inches in diameter.
- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 2

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City's logo embossed on one side
- Include once a week bulk item service on a call-in basis
- Monthly Rate for one time per week residential recycling service using new Contractor owned 65 gallon cart with the City's logo embossed on one side

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4') feet in length and no more than five (5") inches in diameter.
- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 3

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City's logo embossed on one side

- Include once a week bulk item service on a call-in basis
- Monthly Rate for one time per week residential recycling service using new Contractor owned 18 gallon bins or 65 gallon carts with the City's logo embossed on one side as chosen by the customer.

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

On a separate sheet of paper, describe your recycling rebate or revenue sharing program and list all recyclables accepted in your program

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4') feet in length and no more than five (5") inches in diameter.
- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 4

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 1.

\$_____per month per unit

Option 5

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 2.

\$_____per month per unit

Option 6

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 3.

\$_____per month per unit

Section 3 Franchise Fees

Due to being granted an exclusive contract, the successful Contractor shall pay the City franchise fees in an amount that will be determined by the Mayor and Council.

Section 4 Contractor's Responsibilities

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.

Section 5 Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in a negotiated five year Agreement between the Contractor and the City.

5.1 Definitions

For purposes of a sample Agreement, the following terms shall be defined as follows:

Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

Bulk Items: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 65 gallon rollout cart.

Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 65 gallons or a rollout receptacle for Residential Recycling with a capacity of not less than 65 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.

C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

City: City of Peachtree Corners, Georgia.

Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.

Commercial Premises: All non-Residential Premises, public or private, require solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.

Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.

Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Recyclables, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.

Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

Yard Trash: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

5.2 Contract Excerpts

Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste, Bulk Waste, Yard Trash, and Recycling generated in the City, including all the supervision, materials, equipment, labor

and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Service Provided:

Garbage

Contractor shall collect Garbage from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day.

Bulk Waste/White Goods

Contractor shall collect Bulk Waste/White Goods on an on call basis to Contractor from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place bulk waste curbside not to exceed 50 lbs. per item by 7:00 AM on the scheduled collection date.

Recyclable Materials

Contractor shall collect Yard Trash from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall cut tree limbs, logs, and brush into pieces no more than four (4') feet in length or fifty (50) pounds in weight. Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces shall be placed in a paper bag or other approved container or stacked in an 18" bundle, which bag, container, or bundle shall weigh no more than 50 pounds. The occupant of the Residential Premises shall place Yard Trash at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Yard Trash not properly prepared or containerized or not in the proper location at Curbside.

Carts/Bins

Contractor shall collect Recyclable Materials from each Residential Premises one time per week or every other week curbside. The Occupant of the Residential Premises shall place only Recyclable Materials in a Contractor owned 18 Gallon Recycling Bin or 65 gallon Recycling cart and shall place the Recycling Bin/cart at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Recyclable Materials not placed in a Recycling Bin or cart or not placed in the proper location at Curbside.

Carts

Contractor shall furnish collection carts/bins to every Residential Premise for every occupied location in the incorporated area of the City. Carts shall include the City's logo embossed on one side of the cart. Upon placement, carts shall be the property of Contractor. It shall be the responsibility of the owner of the Residential Premises to properly use and safeguard the Contractor's Cart. Contractor shall maintain carts in reasonably good condition.

Elderly and Disabled

Contractor shall provide side door pick-up to elderly or disabled residents who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving side door pick-up exceed ten percent (10%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. There will also be a 15% discount for customers who are age 65 and older.

Location of Containers for Collection

The Roll-Out Container shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, paper bags and bundles shall be placed as close as practicable to an access point for the collection vehicle.

Hours of Operation

Collection of Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM on the same day.

Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor

shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, and then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

Compensation

Rates of Compensation for Five (5) Year Rate Period

Contractor shall be paid by the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in an Exhibit to the Contract, during the initial five (5) year term of this Agreement.

Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial five (5) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid to Contractor during subsequent years.

Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

Contractor Billings to City

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Residential Premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in the Exhibit attached to the final contract.

Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Term

The term of this Agreement shall be five years and the Contractor and the City shall have the right to terminate this Agreement at the end of the five (5) year term or at the end of any renewal term.

Reports

Contractor shall provide various reports to the City as may be required. These reports will include but not be limited to information relative to the level of customer service provided by the Contractor.

Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City would grant the sole and exclusive contract, license and privilege to provide Residential collection and disposal service to all Residential Premises in the incorporated area of the City for the initial five(5) year term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

Termination and Attorney Fees

In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Contract.

Acknowledgement of Insurance Requirements

The Contractor 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 here under the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation nor material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

Workers’ Compensation
Employer’s Liability
Bodily Injury Liability
Except Automobile

LIMITS OF LIABILITY

Statutory-Minimum \$100,000/accident
\$1,000,000
\$1,000,000 each occurrence
\$1,000,000 aggregate

Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Performance Bond

If awarded, the Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract. The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 6 Instructions for Proposal

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

6.1 Delivery of Proposals

All proposals are to be sealed and delivered before 3:00 p.m. Eastern Standard Time (EST), on June 20, 2013, to:

City of Peachtree Corners
City Hall 147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
Attn: City Manager

The City will not accept any proposals received after the date/time stated herein, and shall request Contractor to make arrangements to retrieve late proposals. The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Contractor’s personnel or by the Contractor’s outside carrier. Contractors must submit one (1) designated original, and five (5) numbered exact copies of the proposal (total of 6). Proposals will be opened publicly and only the base rates will be read out loud including the names of the companies making an offer.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Contractor nor obligates the City in any manner.

6.2 Ambiguity, Conflict, or Other Errors in the RFP

If an Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City Manager of such error in writing and request modification or clarification of the document. The City Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City Manager.

The Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

6.3 Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Contractor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

6.4 Rejection of Proposals

The City shall reject the proposal of any Contractor that is determined to be non-responsive. The unreasonable failure of an Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

6.5 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

6.6 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Contractor's pricing information contained in its proposal.

6.7 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date. The City may ask for extensions in writing.

6.8 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Contractor's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be presented in a three (3) clasp report cover for uniformity and ease of handling.

Section 7 No Lobbying

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever

whether oral or in writing with any elected official from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bid.

Section 8 Rates

Option 1

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City's logo embossed on one side
- Include once a week bulk item service on a call-in basis
- Monthly Rate for one time per week residential recycling service using new Contractor owned 18 gallon bins with the City's logo embossed on one side

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

On a separate sheet of paper, describe your recycling rebate or revenue sharing program and list all recyclables accepted in your program

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4') feet in length and no more than five (5") inches in diameter.
- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 2

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City's logo embossed on one side
- Include once a week bulk item service on a call-in basis

- Monthly Rate for one time per week residential recycling service using new Contractor owned 65 gallon cart with the City’s logo embossed on one side

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4’) feet in length and no more than five (5”) inches in diameter.
- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 3

Garbage/Recycling Service

- Monthly Rate for one time per week residential garbage service using Contractor owned 65 gallon roll-carts with the City’s logo embossed on one side
- Include once a week bulk item service on a call-in basis
- Monthly Rate for one time per week residential recycling service using new Contractor owned 18 gallon bins or 65 gallon carts with the City’s logo embossed on one side as chosen by the customer.

\$_____per month per unit

Monthly rate for an additional 65 gallon roll-cart \$_____per month per cart

On a separate sheet of paper, describe your recycling rebate or revenue sharing program and list all recyclables accepted in your program

Yard Trash Service

- Contractor will collect Yard Trash from each Residential Premises one (1) time per week at Curbside. Yard Trash must not be mixed with solid waste.
- The occupant of the Residential Premises will cut tree limbs, logs, and brush into pieces no more than four (4’) feet in length and no more than five (5”) inches in diameter.

- Leaves, grass clippings, tree clippings, shrubbery clippings and other small pieces will be placed in a paper bag or clearly labeled customer owned container.

\$_____per month per unit

Option 4

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 1.

\$_____per month per unit

Option 5

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 2.

\$_____per month per unit

Option 6

- Monthly Rate for one time per week for residential garbage, recycling, and yard trash combined according to the same format as Option 3.

\$_____per month per unit