

CITY OF EASTMAN

INVITATION TO BID

ITB # 2024-__1__

The City of Eastman City Council is soliciting competitive sealed bids (the “Bids”) from qualified contractors for the **Disposal of Limb and Leaf Debris in Accordance with EPA Standards** from the City of Eastman.

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with ITB # 2024-[__1__] and the Company name. Bids will be received by **11:00 a.m. local time on Monday, March 25th, 2024.** Bids will be received at the City of Eastman City Hall located at 333 College Street, Eastman, GA 31023. Any Bid received after the above date and time will not be accepted. *All Bids shall be submitted in duplicate.*

All Bids will be publicly open and read at **6:00 p.m. local time on Monday, March 25th, 2024.** Results will be made available as soon as a decision is made on the city’s website at <https://www.cityofeastman.com/>. Companies submitting a Bid will be notified via email. Questions regarding Bids should be directed to April Sheffield at april@cityofeastman.com or by calling the City Manager at 478-374-7721. All questions must be submitted via email and will receive a written response. All questions must be submitted no later than 5:00 p.m. local time on **Wednesday, March 20th, 2024.**

Successful contractors will be required to meet insurance requirements. The insurance company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

The written bid documents supersede any verbal or written prior communications between the parties.

The City of Eastman reserves the right to reject any or all Bids, to waive technicalities, and to make an award deemed in its best interest.

We look forward to your Bids and appreciate your interest in the City of Eastman.

Spencer Barron
City Manager
City of Eastman

| SCHEDULE OF EVENTS | | |
|--|----------------|----------------|
| Description | Date | Time |
| Release of Invitation to Bid | March 5, 2024 | 10:00 a.m. EST |
| Bid Questions Due | March 20, 2024 | 5:00 p.m. EST |
| Bid Question Answers (if any) will be posted to City website | March 22, 2024 | 5:00 p.m. EST |
| Public Reading of Bids | March 25, 2024 | 6:00 p.m. EST |

I. SCOPE

The City of Eastman (the “City”) intends to be in compliance with Georgia’s Comprehensive Solid Waste Management Act. Thus, the City’s intent with this solicitation is to establish a business relationship with a reliable contractor that will dispose of “yard trimmings” as that term is defined in O.C.G.A. § 12-8-22. Services will be utilized on an as-needed, project by project basis at a location provided by the contractor using the unit pricing established by the Contractor through this bid. Unit prices should include supervision, materials, labor, and equipment needed for a satisfactory completion of each project. This is an on-demand contract.

These Specifications describe the service requirements to provide tree limb and leaf debris removal and disposal.

II. BASIC REQUIREMENTS

Contractor shall provide supervision, labor, equipment, and materials, necessary to perform the services of disposal of yard trimmings, as defined below.

O.C.G.A. § 12-8-22 defines “yard trimmings” as: leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

Contractor shall:

- A. Grind/mulch approximately all leaf and limb material picked up by the City of Eastman.
- B. Provide all equipment necessary for loading grinder and reducing debris.
- C. Provide and assure compliance in using protective gear such as hard hats, gloves, goggles, and safety shoes to Contractor’s work and personnel.
- D. Erect and maintain adequate barricades, signage, and traffic cones, and safeguard work area to prevent damage to all property and for the safety of employees and other people when removing large debris. Contractor shall

secure equipment and materials that are stored temporarily in or around a project site.

- E. Advise City representative of any unusual hazardous conditions and other pertinent information including, but not limited to, unsuitable weather that may affect the safety of workers, other people, and property when tasked with removing large debris.
- F. A written response to all service requests from the City is required within 48 hours. All disposal services must be completed within (90) ninety days of request by the City unless otherwise agreed upon in writing
- G. Dispose of all leaf and limb debris (of all sizes) in accordance with Georgia Environmental Protection Division guidelines and those requirements set forth in O.C.G.A. § 12-8-40.2 which states:
 - (a) Each city, county, or solid waste management authority may impose restrictions on yard trimmings which are generated in or may ultimately be disposed of in its area of jurisdiction; provided, however, that under no circumstances shall yard trimmings be placed in or mixed with municipal solid waste, except at:
 - (1) Landfills restricted to construction or demolition waste;
 - (2) Inert waste landfills; or
 - (3) Lined municipal solid waste landfills having operating landfill gas collection systems directed to beneficial uses of landfill gas that promote renewable energy goals such as electrical power generation, industrial end use, or similar beneficial reuse.
 - (b) Except as otherwise provided in subsection (a) of this Code section, owners and operators of municipal solid waste landfills shall be prohibited from disposing of yard trimmings in municipal solid waste landfills.
- H. Dispose of all leaf and limb debris in one of the following ways:
 - a. sorted and stockpiled, or
 - b. chipped, or
 - c. composted, or
 - d. used as a mulch, or

e. otherwise beneficially reused or recycled to the extent feasible.

III. QUALIFICATIONS AND REFERENCES

- A. Contractor shall be knowledgeable of the techniques and hazards of this type of service.
- B. Contractor shall be trained and shall provide trained personnel to perform this type of service.
- C. Contractor shall provide minimum of three (3) references for services performed that are of a similar nature and size.
- D. City of Eastman reserves the right to request additional information to determine qualifications and experience of Contractor.

IV. TERMINATION

- A. The contract is valid until December 31, 2024.
- B. The contract may be terminated at any time at the discretion of the City of Eastman City Council after giving the Contractor thirty (30) days written notice.

V. COMPLIANCE WITH GOVERNMENT STANDARDS

- A. The contractor shall comply with all state and federal environmental guidelines in the disposal of limb and leaf debris.
- B. The City of Eastman will assess liquidated damages of \$200.00 per day against the selected contractor for every day over ninety (90) days that debris removal has been requested and debris has not been removed.
- C. The City of Eastman will assess liquidated damages of \$200.00 per day plus any fines or other costs assessed against the City of Eastman for each day the Georgia Environmental Protection Division (the “EPD”) or other governmental regulator determines the contractor is not complying with EPD guidelines.

VI. STANDARD INSURANCE REQUIREMENTS

If awarded a contract, the Contractor shall procure and maintain insurance which shall protect the Contractor and the City of Eastman (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor’s own expense and shall furnish the City of Eastman an insurance certificate listing the City of Eastman as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General

Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the City of Eastman.

The Contractor is required to maintain the following insurance coverage's during the term of the contract:

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

| | |
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| Bodily injury by accident - per employee | \$100,000; |
| Bodily injury by disease - per employee | \$100,000; |
| Bodily injury by disease – policy limit | \$500,000. |

- 2) Commercial General Liability Policy with the following minimum coverage:

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

- 3) Automobile Liability

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|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the City of Eastman. Certificates of Insurance showing such coverage to be in force shall be filed with the City of Eastman prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the City of Eastman, which must have a minimum A.M. Best rating of A-5 or higher. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City of Eastman with two (2) Certificates of Insurance. Certificates must reference the contract number. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

VII. SUBMISSION OF BID

- A. By submitting a response to this Invitation to Bid, the contractor is acknowledging that the contractor:
- a. Has read the information and instructions; and
 - b. Agrees to comply with the information and instructions contained herein.
- B. Contents of Bid:
- a. Cover Letter
 - b. Business Information (Section IX)
 - c. References (3) (Section X)
 - d. Proposal Form (Section XI)
 - e. Certificate of Non-Collusion (XII)
 - f. Other Relevant Information (Section XIII)
- C. Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with ITB # 2024-[_____] and the Company name. ITBs will be received by **11:00 a.m. local time on Monday, March 25th, 2024**. Bids will be received at the City of Eastman City Hall located at 333 College Street, Eastman, GA 31023. Any Bid received after the above date and time will not be accepted. ***All Bids shall be submitted in duplicate.***

**SECTION IX
BUSINESS INFORMATION**

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the City of Eastman City Council within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, I understand that the City of Eastman uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name (If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal) _____

Federal Tax ID _____

Full Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

E-mail address _____

**SECTION X
REFERENCES**

The City of Eastman requests a minimum of three, (3) references where work of a similar size and scope has been completed.

- 1. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 Email Adress _____

- 2. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 Email Adress _____

- 3. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contact Person _____
 Telephone _____ Facsimile _____
 Email Adress _____

**SECTION XI
BID PROPOSAL FORM**

SCHEDULE OF SUPPLIES/SERVICES OR PRICE/PROPOSAL SCHEDULE

1. List grinders make and model available for contract services solicited.

2. List support equipment available for contract services solicited. (i.e. Loaders, dozers, track-hoes)

3. Describe screens sizes available for use in grinding operations.

| | YES | NO |
|---|-------|-------|
| 4. Contractor able to provide service within two weeks notice. | _____ | _____ |
| 5. Contractor can provide all support equipment to complete grinding. | _____ | _____ |
| 6. Contractor available on approximately 5-6 week intervals. | _____ | _____ |
| 7. Contractor will only charge for actual grinding time. | _____ | _____ |
| 8. Contractor will not require a minimum amount of debris to be ground. | _____ | _____ |
| 9. Contractor will demonstrate performance of grinding equipment. | _____ | _____ |

10. Grinder and Support Equipment Cost per Hour \$ _____

SECTION XII CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the contractor understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the City of Eastman, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Eastman; and
2. That the contractor has read the specifications and requirements shown or referenced in the solicitation and that the contractor's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the contractor's response; and
3. That the contractor guarantees and certifies that all items included in the contractor's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the contractor's response; and
4. That, if awarded a contract, the contractor will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the contractor's response; and
5. That the response submitted by the contractor shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the contractor's consent; and
6. That the contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The contractor understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

| | |
|---|--|
| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | |
| Authorized Signature: | |
| Printed Name and Title of Person Signing: | |
| Date: | |
| Company Address: | |
| FAX Number: | |
| Email Address: | |
| *This table must be completed in its entirety by the contractor. | |

**SECTION XIII
OTHER RELEVANT INFORMATION**

Please use this area to provide the City of Eastman City Council with any additional information (especially as it pertains to pricing) that you want the City to consider with your bid.