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ELECTED OFFICIALS:

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DISTRICT 2

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DISTRICT 3

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DISTRICT 4



PETE PYRZENSKI
CITY MANAGER



Request for Proposals:

Solid Waste Collection, Recycling, and Disposal Services for Commercial and Residential Yard Waste, Bulk, Construction Debris, and Other

City of Tifton, Georgia
Pete Pyrzenski
City Manager

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229.391.3937.

DEADLINE: March 8, 2019

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1. Request for Services

The City of Tifton, Georgia (the City) will receive sealed technical and fee proposals for Solid Waste Collection & Recycling Services until March 8, 2019. In general, the requested services include: collection of commercial waste; curbside collection of residential solid waste and yard debris; and, collection of commercial and residential recyclables. The City's goals in issuing this request for proposals (RFP) are as follows:

- Secure services at the rate that best suits the needs of the City by consolidating and contracting for household collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the City.
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a revenue source for recyclables collected within the City.
- Reduce the amount of waste disposed of in local landfill through a robust and marketed recycling program.

The City invites service providers to submit proposals responsive to the specific requirements set forth in this RFP. A complete Proposal consists of the following: i. Cover Letter, ii. Proposal Checklist, iii. Submittal Title Page, iv. Executive Summary v. Technical Proposal, vi. Appendices, and vii. Associated Required Attachments as prescribed herein. Proposals must be submitted in a sealed envelope, clearly marked with the name and address of the submitting provider, and labeled "Proposal for Solid Waste & Recycling Services," to the following address:

Pete Pyrzenski
City Manager
City of Tifton
130 1st Street
Tifton, Georgia 31794

A pre-proposal conference has been scheduled for February 13, 2019 in City Hall – 2nd Floor Conference Room, 130 1st Street E. Tifton, GA 31794. All service providers who plan to submit a proposal are strongly encouraged to attend the pre- proposal conference. Any questions and/or specifications that may need clarification should be submitted in writing, according to the 'RFP Tentative Schedule' herein and forwarded to the City Manager at the below mailing address or email address:

Pete Pyrzenski, City Manager, 130 1st Street E., Tifton, GA 31794, ppyrzenski@tifton.net

Proposals will be publically opened approximately 30 minutes after the deadline for proposals. Only the name of those service providers responding will be mentioned. All service providers are invited to be present during the proposal opening.

No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed or electronic submissions of proposals will be accepted. Proposals must be valid for 90 days following the opening date.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP Document Released	January 24, 2019
Pre-Proposal Conferences (non-mandatory)	February 13, 2019 – 2:00 pm
Questions	To Be Determined
RFP Deadline For Receipt of Proposals	March 8, 2019 – 2:30 pm
Oral Interviews – (If Required)	To Be Determined
Contract Award by City Council – Estimated	To Be Determined
Project Start Date – Estimated	To Be Determined

2. Definitions

Bulky Waste: Stoves, certified CFC-free refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, or hazardous waste, lumber (from household clean up only), with weights or volumes greater than those allowed for containers or carts.

Cart: A receptacle, not to exceed 95 gallons, with wheels and a tight fitting lid, designed for the purpose of curbside collection of refuse.

City: The City of Tifton or the City Council, a municipal corporation of the State of Georgia.

Contractor: Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.

Commercial Solid Waste: All types of solid waste generated by stores, offices, restaurants, warehouses, and other

manufacturing activities, excluding residential and industrial waste.

Construction or Demolition Waste: Any waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes but is not limited to waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, and other non-putrescible wastes associated with construction and demolition activities which have a low potential for ground- water contamination. Inert waste landfill materials approved by the board for disposal in landfills permitted by rule and regulation are also included in this definition if disposed in a construction or demolition waste landfill.

Contract Documents: The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the

contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the city and the Contractor.

Customer: Refers to the recipient of collection services, specifically referring to the resident in the Contract Area

Extraordinary Circumstances: Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.

Hazardous Waste: means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.

Industrial Solid Waste: Solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated under the "Georgia Hazardous Waste Management Act." Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Landfill: means a disposal site for disposing of municipal solid waste.

Multi-Family Unit: Individual residential units in a multi-family structure (i.e., apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.

Municipal Solid Waste: Any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family residences, hotels, motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings, construction or demolition waste, and commercial solid waste, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

Proposal: An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees.

Recyclables: means materials designated by City Administrator to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. For the purpose of this Agreement, Recyclables include, but may not be limited to: newsprint, aluminum cans, steel cans, clear, brown, or green glass bottles and jars (if applicable), telephone books, magazines, catalogs, mixed paper, corrugated cardboard (without plastic coating), chipboard, #1-7 plastic bottles, and any and all other materials that can be processed and recycled.

Recyclables do not include Hazardous Waste or items contaminated with food waste.

Recycling: means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.

Residential Unit: (a) A free standing structure constructed for use as a residence by a person or group of persons

comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Waste: Waste generated in detached single family residences that are typically served via routed collection by a hauler using specialized waste collection trucks or multi-family waste generated by multi-unit apartments and condominiums, and often collected via dumpster or cart service, by a hauler using specialized waste collection trucks.

Service Area: The entire incorporated area within the City of Tifton, Georgia.

Single Stream Collection: Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material.

White Goods: Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

Yard Waste: Refers to grass, weeds, leaves, tree and shrubbery pruning or clippings from shrubbery, brush, grass clippings, discarded Christmas trees, and other similar materials generated in the maintenance of lawns and gardens, which are separated from other solid waste.

-- END OF SECTION --

3. Introduction

4,813	Residential Can Count
412	Commercial Businesses with Dumpsters
4738	Residential Can Count for Recycling
\$42	Current Tipping Fee for MSW (per ton)
\$18	Current Tipping Fee for Yard Debris (per ton)

The City of Tifton bills all residential customers monthly and the City pays the contractor on a monthly basis. Optional, single-stream recycling service is offered to residential and commercial customers, with collection occurring on the same the customer's other solid waste is collected.

Purpose of RFP

The City is issuing the RFP to secure curbside collection services for residential household garbage, commercial solid waste, yard trimmings, and recyclables within its corporate boundaries. The RFP is also to secure dumpster services for the City facilities, parks and special City sponsored solid waste collection events. The purpose of this procurement is to achieve the following goals:

- Secure services at the rate that best suits the needs of the City by consolidating and contracting for household collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the City.
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a possible revenue source for recyclables collected within the City.
- Reduce the amount of waste disposed of in local landfill through a robust and marketed recycling program.
- Current contract expiring on December 29, 2019

Term of Contract

In accordance with O.C.G.A. § 36-60-13, the initial term of any contract awarded as a result of this RFP will be five years from the contract start date and the first two years of the contract the price will remain fixed. There will be annual renewals thereafter for an additional (1) year renewed automatically unless a majority of the City Council votes to terminate the contract. The successful Contractor will not imply that the provision to extend the initial term of the contract is an obligation of the City or future City Council to renew the contract.

Addenda to RFP

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten (10) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document.

The addenda will be sent only to those who have received the RFP from the City. The service provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

Selection of Successful Contractor

The evaluation criteria, describes the criteria and procedures for evaluating proposals submitted to the City (see section 13 for evaluation criteria). The City will select the contractor that best serves the interests of the City Council and the residents of the City of Tifton. The City Council reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

Costs Incurred for Proposal Preparation

Respondents participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the service provider. The City and its advisors neither guarantee nor warranty the information contained in this RFP. It is the service provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implantation periods through its own due diligence.

-- END OF SECTION --

4. Scope of Services—General

Exclusive Contractor

The successful service provider will have a sole and exclusive franchise, license, and privilege for solid waste collection and recycling services, residential, small business commercial, and commercial, within the corporate limits of the City of Tifton, at all times during which the contract awarded as a result of this RFP, if any, is in effect. This excludes roll-off services.

Schedule and Operation

The contractor and the City shall establish collection schedules and routes, subject to the City's final approval. The City's goals are routes and hours that will have the least impact on vehicular traffic, and do not impede general mobility in and around the City.

Customer Billing

The City is entertaining two options for billing. The first is for the City to continue being responsible for billing its customers and collecting all payments for contractor's services. The other option is for the contractor to do the billing and collecting so any difference in price needs to be annotated in the fee proposal.

Collection Equipment; Hauling

The contractor will keep all equipment in safe operating condition and in proper repair in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than nine inches in height.

No advertising will be permitted on vehicles of any type, and all vehicles will be secure and prevent leakage of any fluids or littering of materials collected. All vehicles used for collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors must be closed before a vehicle is placed in motion, and vehicles will not be overloaded as to scatter refuse, but if for any reason refuse is scattered, it is the responsibility of the contractor to immediately pickup scattered matter. If a vehicle has a malfunction that causes fluids to leak or spew from the vehicle (i.e. oil, hydraulic fluid, coolant, etc.) on City rights of way will be required to immediately stop operation, clean up the fluid with either a compound or sand to soak up the leakage and place the resulting matter in the truck. A replacement truck must be called or repair of the vehicle must be completed prior to proceeding with the scheduled route. All spills or leaks must be immediately reported to the City Administrator, along with a written report containing the following information:

- The address where the leak/spill occurred. (Area ID number is acceptable if GPS tracking is used.)

- Time and date that the spill occurred.
- Type of spill/leak.
- Detailed description of what caused the leak/spill.

When in the opinion of the contractor, the damaged area is cleaned; the contractor will contact the City Manager, or his designee, who will be responsible for approving that the cleanup was satisfactory and acceptable.

Vehicles are to be washed and maintained in a clean and sanitary condition and be visually presentable when on collection routes. Vehicles are not to disturb or impede vehicular or pedestrian traffic, and are not to be left standing on streets or alleys unattended, except as made necessary by loading operations.

Fleet age. The City views that the age of the contractor's operating fleet is related to the contractor's performance, as well as overall customer satisfaction.

Accordingly, contractor shall maintain an operating fleet with an average age of 5 years or less. Annually, and upon request by the City, the contractor shall submit to the City a schedule of its operating fleet, calculating average age. The City shall have the right to inspect contractor's vehicles and records for verification purposes.

Fleet Type. Preference will be rear loading vehicles.

Reserve vehicle. The contractor shall have available reserve equipment capable of being put into service within 2 hours of any breakdown. Reserve equipment shall correspond in size and capacity to the general operating equipment used by the contractor to perform its contractual duties under this Agreement.

It is the desire of the City to select a contractor that utilizes RFID (Radio Frequency Identification) technology to track trashcans and carts and assist with route generation and completion as well as handling of complaints. The successful contractor should utilize or have a plan to utilize RFID technology (or technology of similar capability) to track the efficiency and effectiveness of the collection efforts and track can and cart location.

The contractor will promptly repair any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge or highway to at least its pre-existing condition.

The collection containers and carts are and will remain the property of the contractor, and the contractor will replace any lost or damaged containers without charge to the City or the customer being served except where the customer is known to have willfully removed or damaged a container or cart. In such incidences that the customer willfully damaged or removed a cart then the customer shall be subject to be charged a fee to repair or replace the container or cart. The charges for replacement of items such as lids and wheels will be part of the technical proposal. Also the contractor should have or plan to have at least 1% of the total amount of containers (after each customer has received one) on hand to serve as replacements for damaged or lost containers. Lost, damaged or stolen containers should be replaced within 48 hours of contractor receiving notification.

Missed Collections and Complaint Handling

If a collection from a subscribing address is missed, the City will notify the contractor who will return to collect the refuse. Any missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. The contractor will be assessed a fine of \$25.00 for each missed collection that has not been rectified within 24 hours of receipt of notice of the missed collection. The contractor should note and document via photo and/or RFID tracking device, any container that is not located in the designated pickup area after a complaint has been lodged.

In the case of complaints regarding collection service or any related activities. The contractor will upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint. The contractor will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner.

The contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The contractor will provide prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive record, report and handle complaints. Such staff will be available during regular business hours, Monday through Friday, and the contractor must provide message service during weekends, holidays, and after hours. The contractor will ensure that its employees serve the public in a professional courteous manner at all times even when handling customer complaints.

The contractor is expected to maintain a log of every complaint lodged against them and report them to the City at least weekly. A monthly report should be submitted to the City that must contain detail of the complaint lodged to include, time, day, date and nature of the complaint as well as the resolution or plans on how to resolve the issue. The monthly report should be received within 10 days of the end of the month. The City expects all complaints be satisfactorily handled within 24 hours of receiving the complaint.

5. Scope of Services—Residential

Curbside Collection; Suspension of Service

The contractor will collect all properly prepared garbage, recyclables, and yard trimming materials from each residence to collection services on the designated collection day. Collection will typically occur at the curb or alleyway.

The contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will make collections with a minimum of noise and disturbance to the householder between specified hours.

The contractor's employees will immediately pick up trash, recyclables or yard trimmings spilled by the contractor. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the contractor shall be so contained, tied, covered or enclosed such that leaking, spilling or blowing are prevented.

The contractor will maintain City facility (dumpsters), administrative buildings and multifamily recycling collection sites in the same physical condition as before implementing their collection program.

Carts

The contractor shall provide all households in the city a 95-gallon lidded, wheeled trash container/cart, as well as a 95-gallon recycling collection cart. The carts will be at no cost to the City or customer and will be wholly owned by or leased to the contractor. All equipment will bear the name of the contractor and will be maintained by the contractor and will remain in good repair and functioning properly. The contractor will provide containers to each household within 30 days of receiving notice of the contract award. The container will remain the property of the contractor who will be responsible for replacing faulty or damaged carts to the household. If the household, deemed responsible for the necessary replacement an appropriate fee shall be assessed the customer by the contractor who will assume the responsibility of collecting said fee. The contractor will keep on hand no less than 1% of the total amount of containers (after each customer has received one) to serve as replacements for damaged or lost containers.

Backdoor Services

The contractor will provide, free of charge, side or back door collection services to eligible residential customers, in order accommodate the special medical and/or physical needs of City residents. In order to be eligible, customers must provide proof of medical necessity, as determined by a licensed physician, and subject to approval by the City. The City shall provide contractor with an initial list of addresses that

have been approved for side and/or back door service, subject to the addition/removal of addresses, as may be necessary, in the future.

Contractor's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals in order to accomplish collection.

Yard Trimmings

The contractor will be required to pick up all garden and yard trimmings generated at the customer's household from the curb or alley way, provided the materials are set out based on the City's Solid Waste Management Ordinance. The contractor will collect trimmings from each subscribing household at a minimum on a bi-weekly basis (two times per month, frequency may increase as seasons dictate). The contractor will be free to establish routes to achieve the maximum efficiency of operation. The contractor will notify the public of the collection schedule at the time service is established. Yard trimmings shall be kept separate from garbage and recyclables by residential generators. All vehicles used for collection of yard trimmings will be either covered or secured so as to prevent trimmings from being scattered or spilled.

All yard trimmings collected must be managed according to state approved standards, and the contractor shall be pre-approved by the contract-designated representative throughout the duration of the contract and any extensions. Yard trimmings should be made available for reuse by delivery to a composting or mulching landfill facility. The service provider shall collect all yard waste such as tree limbs not larger than 6 inches in diameter or longer than 5 feet in length. The limbs must be stacked in piles not to exceed four 4 feet in height and four (4) feet in width.

Tree trunks larger than 6 inches in diameter will not be collected.

In the event of yard waste set out at a unit in the contract area does not meet the specifications above; the service provider will leave a clearly explanatory printed or written notice for the customer, and notify the City within eight (8) working hours. The service provider shall collect all properly prepared "natural" Christmas trees for collection after January 1 of each contract year for proper disposal.

6. Scope of Services—Commercial

In General

The Contractor shall provide Commercial Collection Services for each person that owns or occupies commercial property, other than multi-family dwellings. The Contractor shall collect all commercial waste on an as needed basis for each customer in the service area. Service shall be provided at least once per week for each general, commercial customer, and at least twice per week for each restaurant, grocery store, and other commercial customer that generates significant quantities of waste, unless otherwise approved by the City. Commercial waste may be collected using mechanical containers or carts, as necessary.

Multi-Family Dwellings

The Contractor shall provide collection services to multi-family dwellings using mechanical drop boxes, located at the customer's premises, at least twice per week, including any yard trimmings or bulky waste placed in the mechanical drop box. The Contractor also shall collect all recyclable materials placed into recycling carts/containers located on the customer's premises at least once per week.

Construction and Demolition Debris

The Contractor shall provide collection service for construction and demolition debris generated by construction, demolition, and renovation projects on commercial property. However, the Contractor may have to collect construction and demolition debris generated by the construction, demolition, or renovation of single-family dwelling units or multi-family dwelling units as a roll off service.

Bulk Waste, Yard Trash, and Recyclables

The Contractor shall provide supplemental collection service for commercial customers including bulk waste and yard trimmings, upon request of the customer.

7. Scope of Services—Recyclables

In General

The contractor shall collect the following recyclable materials via dedicated 95- gallon collection cart using a single stream methodology:

- Aluminum cans
- Steel cans
- One through seven plastic bottles and containers
- Clear, brown, and green glass containers (if applicable)
- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard

Materials shall be transported to a sorting facility and appropriately recycled following all federal, state and local recycling regulations regarding recycling. Recyclable goods shall be collected curbside at least bi-monthly on the same day curbside waste is collected from each customer. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separate from garbage by customers and stored in a 95-gallon wheeled cart provided by the contractor. The container will be labeled as a recycling container so that it is easily identified as recyclables for curbside collection by the contractor. The contractor will own all recyclable materials collected by the contractor. The contractor shall deliver the collected recyclables to a recycling processing center. All recyclable containers shall meet the same specifications as household trash containers.

Recycling Containers

The contractor will provide containers that must be clearly labeled to receive single stream recyclables. Containers must be maintained in good working condition, and must be covered to prevent windblown litter and access by birds or animals. Labeling should be replaced or repainted at least annually or more often if needed to maintain legibility. The containers must have the same RFID (or similar technology) to allow the service provider the ability to track the whereabouts of the containers and identify lost or misplaced containers. The contractor will also supply the City with an adequate amount of recycling containers for all of the properties owned or controlled by the City.

Reports

Before processing the recycling materials collected within the City, the contractor will weigh and record the amount of recyclables collected. The contractor will provide the City with a monthly tonnage report as well as the number of participating households where recycling was collected no less than 50% of the

scheduled pickups. The report shall be given to the City's designated Contract Representative within 10 days of the month end for which the data was collected. The contractor will maintain, for a period of 5 years, copies of weight tickets that are to be made available for City inspection.

Processing Facilities

All recyclable items must be recycled at an approved recycling facility; ownership of the recyclable materials shall become the property of the processor mutually agreed to by the City and the contractor throughout the duration of the contract and an extension.

The contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval. The contractor is prohibited from disposing of recyclable materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials collected.

The contractor will not collect non-recyclable materials if they are not placed into the 95-gallon recycling cart provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the contractor will leave the materials in the container along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

The proposal will also include a service option for centralized or individualized recycling cart containers to service multifamily complexes.

8. Scope of Services—Other

City Facilities

The contractor will provide for the collection of refuse, recyclables and yard trimmings at all City owned parks and buildings including but not limited to the following areas:

- Public Works Department
- Public Safety Complex
- Wastewater and Water
- Fire Department
- All city squares, parks, and green spaces located within the City limits

Bulky Waste

The contractor must make available curbside collection of white goods, brown goods, and bulky items. Each customer shall be eligible to receive one pick up of bulky items every two weeks which is included in the monthly fee of the customer. If a customer requires additional pickups, the Contractor shall assess charge and collect an appropriate fee for the service directly from the customer.

AD HOC REPORTS

Ad Hoc Reports should be submitted to the City upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings):

- Complaints/Resolution summary.
- Daily route sheet with attached disposal site weight ticket.
- Recycling participation.
- Route operational data form.
- Vehicle identification number.
- Daily staffing summary (including substitutions).
- Landfill tickets.
- Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

MONTHLY REPORTS

Monthly reports must be submitted to the City by the tenth (10th) day of the month following the end of the previous month for which the data was collected and shall include the following information:

- A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month;
- Complaints/resolution summary for the associated month;
- Daily route sheet with attached disposal site weight ticket for the associated month;
- Recycling station participation for the associated month;
- Tonnage summary for the associated month.

ANNUAL REPORTS

The obligation to submit an annual report shall survive the termination or expiration of the contract. The city may withhold payment of balances due the service provider at the end of the contract until such final report is received and accepted by the city. The annual report should be submitted to the city no later than 30 days following every twelve (12) month period of the contract and shall include a compilation of the monthly reports for the associated year.

--END OF SECTION--

9. Proposal Contents

Documents

The City is not interested in elaborate brochures; all documents will be typewritten on standard 8.5 x 11-inch white paper. Please provide (6) copies. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. Proposals must include a compact disk or USB drive including the entire proposal in a searchable format such as Adobe Acrobat.

Checklist

Complete Appendix A-1 and certify that the information contained in respondent's Proposal, including Budget and Attachments (supporting materials) are true and correct.

Submittal Title Page

Provide Appendix A-2 completed and signed by authorized signatory.

Cover Letter

The cover letter shall present the service provider's understanding of the project, a summary of the approach to be undertaken to perform the services, including any acknowledgement for receipt of each addendum, when applicable as well as a summary of the costs to provide the services.

Table of Content

Include clear identification of the material by section and by page number.

General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 11 (Technical Proposal), must be included. Please reference Appendix A-1 for listing of requirements.

Executive Summary

The service provider shall submit an executive summary, which outlines its proposal, including the proposed general management philosophy. The executive summary shall at a minimum, include an identification of the proposed project team, assign a company point of contact for the project, give the responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the company's proposal that make it superior or unique in addressing the needs of the City.

Submission

The service provider shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the proposal. Service providers are reminded that under Georgia Law. All opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the RFP.

--END OF SECTION--

10. Fee Proposal

Schedule of Fees

A completed “Fee Schedule” (Appendix A–3) must be included with each submitted proposal. Preference will be given to those Proposals with fee structures designed to encourage waste reduction and recycling.

Reasonableness; Best Value

The fee proposal is important; however, it will not be the sole determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

--END OF SECTION--

11. Technical Proposal

Service Delivery Approach; Transition

Provide a description of the proposed service delivery method(s) for each of the services requested by the City, as described in Section 5, 6, 7, AND 8. All program services must be described.

The service provider shall provide a plan for the seamless transition of services from either the previous service provider or the City. This plan should include the delivery of collection carts or bins, the distribution of education materials to residents and/or businesses to be served outlying new collection schedules and services to be provided.

The transition plan should be received by the City within 30 days of notice of contract award.

Collection Schedule

The service provider shall provide in this section, the proposed schedule for household garbage, yard trimmings/debris, and/or recyclable collection for households within the City.

Management of Collected Materials

Solid Waste

The service provider will be required by Ordinance No. 2014-25 Sec. 66-109 to utilize Tifton-Tift County MSW Landfill to use to dispose of waste generated within the City. Reduction of solid waste output represents a high priority of the City. Successful proposals will indicate innovative ways the service provider will work with residents to reduce waste output.

Please reference the City of Tifton Solid Waste Ordinances at the link below:

https://library.municode.com/ga/tifton/codes/code_of_ordinances?nodeId=PTIICOOR_CH66SOWA

Recyclables

The service provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contact person, and telephone number each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use, demonstrating five years of processing capacity for recyclables generated from the City. The service provider should also provide documentation of any disposal violations within the last five years attributed to each disposal facility they intend to use. The City sees recycling as an important method towards reducing overall waste output. Successful proposals will indicate innovative methods of increasing the amount of recyclable materials collected from residents in the City. Proposals for increasing the types of materials collected and processed by the service provider and its partners will be reviewed with interest.

Yard Debris/Trimmings

The service provider will identify how it will manage the yard trimming material collected and provide a list of the proposed facilities it intends to use if its other than Tifton-Tift County inert landfill. The list will include the disposal facility's permit number, current address, and contact person and telephone number for each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for yard trimmings generated from the City.

The City finds value in a system where yard trimmings are processed for reuse either through mulch facilities of composting. Proposals with innovative approaches for the reuse of yard trimming matter will be reviewed with interest.

Customer Service – General

Describe the following items in your proposal:

- Describe your customer service philosophy and describe how it is communicated and reinforced throughout the organization.
- Describe your approach to total quality management and how your current customers benefit from your service improvements.
- Describe your complaint resolution procedures.
- Describe the nature of service improvement and increase in customer satisfaction that the service provider has been able to achieve in environments comparable to the City's in size and complexity.
- Describe the methodology used to handle a client's unhappy customer. How does the service provider regain that customer's confidence and retain their loyalty?
- Describe the emergency plan in place that you will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, torrential rain, or natural disasters that may require a deviation from the normal operating procedures. The emergency plan should address contract monitor notification procedures and include emergency contact information.

Public Education; Customer Service

The service provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy of the public education materials the contractor intends to distribute to subscribing households and identify a plan for development and distribution of such educational materials on an ongoing basis. The materials proposed must be available in both English and Spanish with full details in both languages. The service provider will also define the intentions of the program and indicate a philosophy of educational outreach. The materials should cover such topics as collection schedules, definitions of recyclable materials, acceptable yard trimming material, holiday schedules and contact information including name, address, and telephone number of Contract Representative.

Company Information

Primary Business

Provide your company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

Records Management

Describe your company's record keeping procedures in detail to include storage, security, accessibility and duration.

Company History

Provide pertinent company historical information that will demonstrate your ability to successfully accomplish this project.

Personnel and Experience

The service provider shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the service provider must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

In addition, the service provider should:

- 1) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, both local and corporate, including any subcontractors or sub consultants. The phrase "all key personnel" includes all partners, managers, seniors and other professional or technical staff that will perform work on the Contract. Each resume shall include at a minimum:
 - Position/title
 - Tenure with the service provider
 - Education
 - Overall experience
 - Other related information pertaining to the work to be performed
- 2) Provide the names of key personnel that will perform services for this project and that all employees meet DOT licensing standards.
- 3) Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract.

4) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts. This information shall include functions to be performed by the key individuals

Experience

Provide a detailed description of similar services or contracts in which the service provider is presently involved or has completed during the past two (2) years. In particular, the service provider should reference company experience with public entities that provide billing of solid waste and recyclables collection and disposal services on a subscription basis.

Financial Resources

Submit audited financial statements for the past three (3) years. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents.

References

The service provider must list a minimum of (3) local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation/termination.

-- END OF SECTION -

12. Insurance

Coverages and Limits

The contractor will maintain the following insurance coverage for the term of the contract. Certificates of such insurance MUST be filed with the City, and must contain the following express obligation: “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. Insurer shall provide 30 days advance written notice of any cancellation, or other material change affecting the certificate holder.”

Type of coverage	Limits of Liability
Workers Compensation	Statutory
General Liability	\$1,000,000 Combined Single Limit
Bodily Injury Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Property Damage Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

- The Commercial general liability policy must include contractual liability coverage, applicable to the Contractor’s indemnification of the City under the terms of this Agreement.
- Coverage must be included for “products/completed operation.”
- The policy must also contain a “cross liability/severability of interest” provision insuring that the acts of one insured do not affect the applicability of coverage to another insured.

To the extent permitted by law, all or any part of the insurance coverages may be provided under a plan or plans of self-insurance, and may be provided by the Contractor’s parent corporation.

Certificates of Insurance

Certificates acceptable to the City shall be attached to the signed contract documents, when they are transmitted to the City for execution. These certificates will contain the statement that coverage afforded under the policies will not be canceled unless at least 30 days prior to cancellation notice has been received in writing to the City as evidenced by receipts of registered or certified mail, as shown in Section above.

13. Evaluation and Selection

Evaluation Criteria

It is the intent of the City to evaluate the proposals based on technical merit and price and to choose the service provider whose proposal best represents the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, whole or in part, when, in the opinion of the City such rejection is in the best interests of the City.

Method

Each proposal will be reviewed by an evaluation team assigned by the City Manager. The evaluation will involve a complete review of all material provided with a distinct interest in the following components (in no particular order):

- Service Provider's innovative approach to encouraging and maintaining a sustainable solid waste system.
- Service Provider's proven ability to successfully operate similar projects.
- Expertise of key personnel to be assigned to the contract.
- Service Provider's proven ability to provide innovative cost effective service.
- Service Provider's proven track record of responsiveness to time limitations and deadlines.
- Service Provider's proven track record of performance.
- Service Provider's cost/fee proposal.
-

NOTE—The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

Proposal Evaluations

Criteria Listed	Maximum Potential Points
Service Delivery Approach; Transition	15
Collection Schedule	5
Management of Collected Materials	15
Customer Service	15
Public Education; Customer Service	15
Company Information	5
Personnel and Experience	15
Financial Resources	5
References	10
TOTAL POINTS	100

Negotiation

Following any presentations, the finalist(s) may be re-evaluated. If necessary, the City will negotiate with the service provider whose proposal is determined to be the most advantageous to the City. If negotiations with the highest rated service provider fail, negotiations will be initiated with the next highest ranking service provider, and so on until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

Presentations

The City may request that companies interested in submitting a proposal in response to this RFP make an oral presentation and/or be interviewed.

Presentations may be conducted prior to proposal submission or after proposals have been evaluated or both depending upon the desires of the City, the quality of proposals received and the recommendation of the evaluation committee.

-- END OF SECTION --

14. Contract and Negotiation

Notice of Award

As soon as possible, and within 60 days after receipt of proposals, the City will notify the successful service provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful service provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the service provider may withdraw its proposal without further liability on the part of either party.

Execution of Contract Documents

Within 15 days subsequent to successful contract negotiations and City Council's approval, the City will furnish the successful service provider the confirmed copies of the Contract Documents for execution. Within 15 days after receipt of the Contract Documents, the successful service provider will return all the documents properly executed. Attached to each document will be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.

Within 30 days after receipt of the Contract Documents, executed by the successful service provider, certificates of insurance, and license(s), the City will complete the execution of the documents. Distribution of the documents will be made upon completion. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

City Representatives

The Contract Administrator for this Request For Proposals (RFP) is Pete Pyrzenski, City Manager, City of Tifton, Georgia. The Contract Administrator will act at the City's representative during the execution of any subsequent contact and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator will be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s), are to be addressed to the Contract Administrator at 130 1st Street E., Tifton, GA

The Contract Technical Representative is Ricky Hobby. The representative shall provide the successful service provider direction and monitor the results within the limits of the contract's terms and conditions. The representative will decide questions that may arise as to the quality and acceptability of services performed. The representative will judge as to the accuracy of quantities submitted by the successful service provider in payment requests and the acceptability of the services that these quantities represent. The representative will be the point of contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator.

Form of Contract

If the negotiation process produces mutual agreement, the draft contract provided herein will be constructed and forwarded to the successful service provider for execution and then to the City's Council for acceptance. The draft contract format will be the only acceptable document for execution.

Amendments

The City may at any time as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also may at any time, by issuing a Contract Amendment, make changes in the details of the services. The contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the contractor believes that such order entitles a change in the fee time or both, in which event the contractor shall give the Contract administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the contractor will not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the fee of contract time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases the City will indicate this intent in a written notice to the contractor.

15. Payments to Contractor

The contractor will submit an application for payment (invoice) for services rendered during the preceding calendar month. The invoice shall be submitted to the following address:

City of Tifton
Accounts Payable
130 1st Street East
Tifton, GA 31794

If the contractor has made application for payment (submitted an invoice) as stated above, the Technical Representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding payment. After the application has been issued the Finance Department shall pay to the contractor within 30 days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

If the Finance Department should fail to pay the contractor within 30 days after receipt of an authenticated application for payment, the contractor shall receive interest on the balance due with the interest being 1% per month not to exceed 3 months. The City reserves the right to reject the Technical Representative's certification of any request for payment by the contractor without the accrual of interest. All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, and Chapter 11 of the Official Code of Georgia Annotated are superseded by the terms and conditions of this agreement. No claim for additional or other compensation beyond the fees shall be allowable unless the contractor makes and continuously maintains written demand therefore within 30 days of the occurrence of any event which gives rise to such claim.

16. Contract Term; Termination

The anticipated contract between the successful service provider and the City can be terminated based on any of the following reasons:

- The City electing, in writing not to exercise any of the one-year extension periods.
- Failure of the service provider to perform based on the service provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulation or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful service provider. The successful service provider shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- Either party shall have the right to voluntarily terminate this agreement at any time upon 60 days written advance notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- Any termination of the successful service provider's services shall not affect any right of the City against the successful provider then existing or which may thereafter occur.
- Any retention of payment of monies by the City due the successful service provider will not release the successful service provider from compliance with the contract documents.

Upon termination or expiration of the contract the service provider will cooperate with the City to assist with the orderly transfer of the functions and operations provided by the service provider hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this agreement, the City may require the service provider to perform and, if so required, the service provider will perform certain transition services necessary to shift the support work of the service provider to another provider or to the City itself as described in this RFP, and the City will pay for such service at the rates set forth in this agreement. Transition services may include but not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services.

17. Default; Damages

The City reserves the right to monitor the performance of the service provider's duties, including the routes and collections made, customer reports, trips to disposal facilities and other destinations, as well as the content of individual loads or portions of loads disposed of and the service provider's records at any time, in order to ensure the contractor is not disposing of material outside the terms of the contract. Materials disposed that are not in accordance with the terms of the contract shall be considered a default condition.

--END OF SECTION--

18. Contractor Responsibilities

Attention to Work

The contractor, acting through his representative, shall give personal attention to and shall manage the services so that they shall perform the services so that they shall be prosecuted faithfully. When his/her representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

Performance Bond

The successful contractor shall furnish a corporate security bond as security for its performance under the contract, for each year that the contract is in effect.

Employees

The contractor will be responsible for the adequacy, efficiency and sufficiency of his/her employees. Workers shall have sufficient knowledge, skill, training, and experience to perform properly the work assigned to them. Employees must meet all necessary DOT licensing standards.

Public Safety and Convenience

The contractor will conduct his/her work to insure the least possible obstruction to traffic, inconvenience to the general public and the residents in the vicinity of the work, and the protection of persons and property.

Indemnification

The successful service provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of services provided that any such claims, damage, loss of expense is attributable to bodily injury, sickness, disease or death, or due to injury or destruction of tangible property, including the loss of use resulting from, and is caused in whole or in part by any negligent or willful act or omission of the successful service provider and anyone directly or indirectly employed by the service provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agent or employees, by any employee of the provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful service provider or under the Worker Compensation Acts, Disability Benefits Acts or other employable benefits acts.

Disposal Facilities

It is required for the contractor to use Tifton-Tift County Landfill for solid waste disposal for all waste generated in the City of Tifton per applicable ordinance.

Permits and Licenses

The contractor shall obtain and pay for all permits, licenses and any other regulatory requirements, necessary for the prosecution of these services. The contractor will pay all governmental charges and inspection fees necessary for the prosecution of these services.

The contractor shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the City, and will have a valid license to operate in the City of Tifton.

Compliance with Other Laws

The contractor will keep him/herself fully informed of all existing and future Federal, State and Local laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in their services, of the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The contractor shall at all times observe and comply with, and cause all of his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the City, its officers, employees and agents against any claim of liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree whether him/herself or his/her employees or any subcontractor.

19. Force Majeure

For the purposes of this Agreement, the contractor shall not be deemed to be in default where its inability to perform any or all of its contractual duties and obligations is the result of conditions beyond the contractor's control, including but not limited to, civil disorder, acts of God, or inclement weather severe enough that City employees do not report for work. In the event that the contractor fails to provide service to any customer because of any of the foregoing conditions, then the contractor shall have 5 days (excluding Saturdays, Sundays and legal holidays) to provide service. In the event of a continuing failure, beyond the 5-day period, the contractor shall not be entitled to payment for that customer. Preventable circumstances, such as labor disputes, strikes and lockouts, as well as disputes with subcontractors, shall not be considered force majeure, and the contractor shall be expected to manage its relationships and make contingency plans as necessary in order to prevent disruption of services.

--END OF SECTION--

20. Miscellaneous Provisions

Non-Discrimination

The contractor agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, sexual orientation, age, national origin, or disability.

The contractor agrees that it will inform the City of any alleged violation(s) of employment practices involving any employee(s) who work on the project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other Federal or State compliance agency. The contractor will also inform the City of the final disposition of such cases.

Drug-free Workplace

The City is a drug-free workplace employer, and any contractor or subcontractor shall comply with this policy, with no exceptions. The City requires its contractors to provide a drug-free workplace in the performance of any City contract. Therefore, the contractor hereby certifies that it has or it will within 30 days after execution of the contract complete the following:

- Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition.
- Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.
- Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (i) notify the company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
- Impose a sanction on or requiring the satisfactory participation in a drug counseling rehabilitation or abuse program by, and employee convicted of a drug crime.
- Make a good faith effort to continue to maintain a drug-free workplace for employees, and any employees affiliated with the service provider.
- Require any party to which it subcontracts any portion of the work, under the contract to comply with the above provisions.
- Complete the attached Drug-Free Workplace Certification, and submit it as a part of the proposal packet.
-

A false certification or the failure to comply with the above drug-free workplace requirements shall be grounds for termination of this Agreement.

Assignment

The successful service provider will not add to the whole or any part of this contract or any monies due or

to become due hereunder without written consent of the City. In case the successful service provider assigns all or any part of any monies due to become due under this contract the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful service provider shall be subject to prior lien of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

Governing Law

This RFP shall be governed by the laws of the State of Georgia, both as to interpretation and enforcement.

-- END OF SECTION --

**Appendix A—1
Proposal Checklist**

Please initial below as confirmation that each of the required documents has been submitted with the Application for review.

_____ COVER LETTER; including any acknowledgement for receipt of each addendum

_____ CHECKLIST – Section 1

_____ EXECUTIVE SUMMARY – Section 9

_____ FEE PROPOSAL – Section 10

_____ TECHNICAL PROPOSAL – Section 11

_____ Copy of the organization’s CERTIFICATE OF INSURANCE and/or a Letter of Indemnity – Section 12

_____ APPENDICES

CERTIFICATION

I certify that the information contained in this Proposal, including Budget and Attachments (supporting materials) are true and correct to the best of my knowledge. I understand that if information contained in this Proposal is found to be false or incorrect it may be cause for disqualification.

Authorized Official’s Signature

____/____/____
Date

Authorized Official’s Title

**Appendix A—2
Proposal Submittal Title Page**

Agency Legal Name: Address:				
City & State:			Zip Code:	
Local Physical Address (if differs above):				
City & State:			Zip Code:	
Position	Name	Title	Email	Phone number
Executive Officer				
Chief Financial Officer				
Proposal Contact				
Fiscal Sponsor *If applicable				
Name of Partner(s)/Sub-Contractors: *If applicable				
Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Private for-Profit <input type="checkbox"/> Private Not-for-Profit				
Unit of Government: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Other				
Licensed to do business in the State of Georgia? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			Federal Identification Number:	

CERTIFICATION OF ACCURACY AND COMPLIANCE

I do hereby certify that all facts, figures, and representations made in this application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations, and procedures for program compliance and fiscal control, including but not limited to, those contained in the Bid Solicitation and Core Contract will be implemented to ensure proper accountability of contracts. I certify that the funds requested in this application will not supplant funds that would otherwise be used for the purposes set forth in this project(s) and are a true estimate of the amount needed to operate the proposed program. The filing of this application has been authorized by the contracting entity and I have been duly authorized to act as the representative of the agency in connection with this application. I also agree to follow all Terms, Conditions, and applicable federal and state statutes. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application. Evidence of this authorization must be provided within 21 days of notice of award. I further understand that such contract award may be rescinded for failure to provide such documentation. Lastly, I hereby attest that all work contained within this proposal is the unique and original product of the agency I represent, and has not been plagiarized or duplicated in any way from another agency's work product.

PROPONENT AGENCY SIGNATURE (in blue ink)

_____ /_____/_____
 Authorized Official's Signature Date Authorized Official's Title

**Appendix – 3
Fee Proposal**

CURRENT RESIDENTIAL SOLID WASTE COLLECTION SERVICES			
WEEKLY CURBSIDE HOUSE-HOLD COLLECTION		Fee for Service	
	1. 95 Gallon Cart:	\$ _____	Per Month Per House
	2. Extra Cart Service:	\$ _____	Per Month Per House
	3. Yard Trash (Every Other Week)	\$ _____	Per Month Per Home
	4. Recycling (Every Other Week)	\$ _____	Per Month Per Home
	5. Bulk Waste (Every Other Week)	\$ _____	Per Month Per Home
COMMERCIAL WASTE COLLECTION SERVICES:			
CONTAINER	CONTAINER SIZE	Fee for Service	FREQUENCY OF PICK UPS
		\$ _____	1x(s) a week
Cart	95 Gallon	\$ _____	2x(s) a week
		\$ _____	3x(s) a week
		\$ _____	4x(s) a week
Dumpsters	2 yards	\$ _____	1x(s) a week
		\$ _____	2x(s) a week
		\$ _____	3x(s) a week
		\$ _____	4x(s) a week
	4 yards	\$ _____	1x(s) a week
		\$ _____	2x(s) a week
		\$ _____	3x(s) a week
		\$ _____	4x(s) a week
	6 yards	\$ _____	1x(s) a week
		\$ _____	2x(s) a week
		\$ _____	3x(s) a week
		\$ _____	4x(s) a week
8 yards	\$ _____	1x(s) a week	
	\$ _____	2x(s) a week	
	\$ _____	3x(s) a week	
	\$ _____	4x(s) a week	
Cardboard	≥ 8 yard	\$ _____	1x(s) a week
		\$ _____	2x(s) a week
		\$ _____	3x(s) a week
		\$ _____	4x(s) a week

Continued on Page 42

Emergency collection for storm debris	\$ _____ per home
Residential Yard Trash <u>every week</u> collection	\$ _____ per home
If the Contractor offers Residential Billing for Customers	\$ _____ additional costs to price
Collection of Bulky Waste weekly	\$ _____ per home
Containers for City Sponsored Events (6 events)	\$ _____ per container (commercial of roll off)

Is your company capable of providing information and costs associated with alternative disposal and processing MSW options i.e. construction and operating a transfer station at current landfill site.

YES _____

NO _____

Appendix A—4
Non-Collusion Affidavit

STATE OF GEORGIA
 TIFT COUNTY

I, _____ (name of Contractor), being first duly sworn, deposes and says that:

1. He is the _____ (title) of _____
 (Name of Contractor) that has submitted a Proposal for the following:

City of Tifton, Georgia
 Contract—Solid Waste Collection & Recycling Services

2. That in preparing this Proposal, O.C.G.A. § 36-91-21(e) has not directly or indirectly been violated;
3. The proposal is genuine, and is not a collusive or sham Proposal;
4. That neither Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other contractor, bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted, or to refrain from submitting a proposal in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor or bidder, or to fix any overhead, profit or cost element of its price or the Proposal of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Tifton, Georgia or any person interested in the proposed Contract; and
5. That the price quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 Signature
 Title:_____

Sworn to and subscribed before me, this _____
 day of _____, 2019.
 Notary Public: _____

(Seal)

My commission expires:

**Appendix A—5
Performance Bond**

STATE OF GEORGIA
TIFT COUNTY

KNOW ALL MEN BY THESE PRESENTS: THAT _____
(Name of Contractor) (“Principal”), and _____ (“Surety”) are held and firmly bound unto the
City of Tifton, Georgia, (“Owner”) for the use and benefit of any “Claimant,” as defined herein, in the
sum of: _____

_____ Dollars (\$ _____) in lawful United States currency, for the
payment of which the Principal and Surety bind themselves, their assigns, successors, heirs, executors,
and administrators, jointly and severally, firmly by these presents. WHEREAS the Principal has entered,
or will enter, into a written Agreement with Owner, dated
_____, 2019, the terms of which are incorporated herein by reference (the “Contract”), for
Residential and Commercial Solid Waste Collection and Recycling Services.

NOW, THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the Owner to the Contractor’s Surety;
 - b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner.

The Contractor’s Surety hereby waives notice of any and all modification, omissions, additions, changes and advance payment or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____
day of _____, 2019.

[SIGNATURES ON FOLLOWING PAGE]

FOR THE CONTRACTOR:

FOR THE SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

(Signature of authorized representative)

(Signature of authorized representative)

Title

Title

****ATTACH SURETY'S POWER OF ATTORNEY**

WITNESS:

WITNESS:

Signature

Signature

Date

Date

Appendix A—6
Statutory Affidavits

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the City of Tifton, Georgia has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The user identification number and the date of authorization for the affiant are set forth below. The undersigned contractor is using and will continue to use the federal work authorization program throughout the contract period.

 E-Verify User Identification Number

 Date of E-Verify Authorization

 Company Name

 Authorized Signature

SUBSCRIBED AND SWORN BEFORE ME THIS
 _____ day of _____, 2018.

 Title and Date

 Notary Public

 Printed Name

 My Commission Expires:

AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a City of Tifton, Georgia, public benefit as referenced by O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Tifton, Georgia, public benefit for:

(Name of natural person applying on behalf of individual, business, corporation, or other private entity)

1. _____ I am a United States citizen
2. _____ I am a legal permanent resident eighteen (18) years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant

Date of E-Verify Authorization

Printed Name of Applicant

Date

SUBSCRIBED AND SWORN BEFORE ME
THIS _____ day of _____, 2018.

*Alien registration number for non-citizens

Notary Public
My Commission Expires:

*NOTE: O.C.A.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

