



City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
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PeachtreeCityGA.gov

Purchasing Department

March 11, 2019

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed proposals (one original, two copies and one electronic copy) at the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, **until 11:00 a.m. on, Tuesday, April 9, 2019, for Residential Curbside Solid Waste & Recyclables Collection Services** for the City of Peachtree City. The proposals will be opened at that time and place and the **name** of each Proposer shall be announced. Proposals received after the set time will not be considered.

All proposals must strictly conform to the plans, specifications, and/or other documents. **These documents are available on the City's website at www.peachtree-city.org.**

A mandatory pre-proposal meeting is scheduled for Monday, March 25, 2019, at 3:00 p.m. local time at City Hall, 151 Willowbend Road, Peachtree City. Potential proposers are encouraged to read the complete request for proposal document **prior** to the mandatory pre-proposal meeting. **No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting with City staff!**

Four copies of the proposals (one original, two copies and one electronic copy) are to be submitted in a sealed envelope, with the name of the project (**Collection Services #19-110PPW**) clearly marked on the front. **The date and time of opening are also to be included, along with the name of the company submitting the proposal.** The proposal made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

A proposal (bid) bond in the amount of 5 percent of the total proposed annual amount must accompany the proposal. The successful proposer shall furnish a 100 percent performance bond upon award. The proposal made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, and the principal place of business must be shown (no post office boxes).

It is the City's intention to have a panel review the sealed proposals. The panel will base their decisions on the following weighted criteria:

- | | |
|--|-----|
| • Price Proposal (per customer) | 50% |
| • Demonstrate Understand of/Adherence to RFP | 15% |
| • Experience and References | 15% |
| • Implementation and Support Services | 15% |
| • Additional Services/Alternative Services | 5% |

No proposals may be withdrawn for a period of ninety (90) days after the scheduled time to receive the proposal. Any request for clarification must be submitted **in writing** (hand delivery, email aegan@peachtree-city.org, fax, or regular mail) to the Purchasing Agent by the close of

business, five business days prior to the submission of proposals. Any clarification issued will be in the form of an addendum to the proposal instructions, plans, or specifications and will be issued to all known potential offerors and placed on the City's web site not later than seventy-two (72) hours prior to the time of submission of proposals. **Although the Purchasing Department will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to submittal. This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to submittal.**

The City reserves the right to award the contract it deems to be in the City's best interest.

The City will exercise its discretion in awarding the contract to the company who best satisfies the needs of the City. The City reserves the right to award the contract it deems to be in the City's best interest. The City also reserves the right to reject any and all proposals and to waive any and all irregularities. The City's policy and procedures for this process are available in the Purchasing Department for inspection.

Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Notice: The logo of the City of Peachtree City is protected and may not be used in submissions to the City. When using a logo, proposers should use only their corporate logos.

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for proposals shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

Sincerely,

Angela Egan
Purchasing Agent

Enclosures

ARE/BID #19-110PPW – RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLING COLLECTION SERVICES

**CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
OVERVIEW AND GOALS**

In keeping with its core mission of ensuring residents a safe and healthy environment and providing municipal services in a fiscally responsible manner, the City of Peachtree City is investigating ways to address multiple goals through a variety of related actions.

Those goals include:

- Responsible disposal of solid waste in accordance with Georgia Comprehensive Solid Waste Management Act of 1990
- Increasing participation in recycling to reduce the solid waste stream generated by our community
- Maximizing resident return by decreasing the current costs of residential sanitation service, expanding the range of services available at the current rates, or a combination of reduced costs and expanded services
- Protecting the community's investment in our infrastructure by reducing heavy truck traffic on our residential roadways, particularly the repetitive traffic caused by weekly garbage and recycling trucks from multiple service providers within the same neighborhood
- Reducing or eliminating the illegal dumping of yard debris on paths to protect our stormwater system and reduce staff time in the detection, enforcement, and cleanup of such activities
- Reducing or eliminating the outdoor burning of yard debris
- Reducing operational costs at the Peachtree City Mulch Center (Rockaway Rd)
- Reducing operational costs at the Peachtree City Recycling Stations (McIntosh Tr)
- Enforcing residential sanitation collection hours, cleanup of spills (liquid, hydraulic, trash blowing)
- Addressing escalated complaints that come to the City regarding residential sanitation service

To achieve these goals, the City is seeking proposals for a single-provider franchise for the provision of residential curbside solid waste disposal city-wide that addresses the following scope of services.

**CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
SCOPE OF SERVICES**

Minimum Service for Proposals

The City requires residential curbside solid waste & recyclables collection services for approximately 9,500 - 10,500 single-family homes contained within its city limits. **Participation shall not be mandatory.** The City utilized current providers' quarterly tonnage and franchise fee reports to provide the current number of customer accounts. Variances may occur due to residential vacancies. **No other provider will be permitted to serve residences on publicly owned streets.** The 25 neighborhoods (out of about 200) with privately owned and maintained streets may choose to participate in this service or opt for another provider (approximately 1000 homes total).

Residential Curbside Garbage Collection: Contractor will be required to provide a 95-gallon cart or carts for each occupied, participating home to be serviced on a weekly basis. Residents should have an option to obtain an additional cart (extra fee for additional cart(s) is permitted).

Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the container for collection. Yard Waste must be collected separately.

Cart Placement: Containers must be placed at the curb no later than 7:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

Cart Overflow: Contractor is only required to remove materials contained inside the cart. Residents requiring additional service on a one-time basis will do so by requesting an extra service no less than 24 hours prior to their scheduled day of collection. Residents may request a second cart for a more permanent solution.

Residential Curbside Comingled Recyclables Collection: Contractor will be required to provide a separate cart for each home serve requesting recycling service. Service may be on a weekly or bi-weekly (every two weeks) basis as warranted by participation (currently, about 55% of customers participate), but must be on a weekly basis if collection bins smaller than 50-gallons in size are provided. Residents should have an option to obtain additional cart(s) (extra fee for additional cart(s) is permitted).

Cart Contents: The minimum types of recyclable materials to be collected are Plastic, and Metal; Junk Mail, Newspaper, Magazines, and uncoated Cardboard. Recyclable materials list may be expanded or reduced at the City's discretion based on market ability to recycle said materials.

Cart Placement: Containers must be placed at the curb no later than 7:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

Cart Overflow: Contractor is only required to remove materials contained inside the cart. Extra service will not be required for curbside recycling; however, residents may request a second cart for a more permanent solution.

Residential Curbside Bulk Collection: If contracted for by resident, contractor will collect oversized items from any resident requesting the service in advance (an extra fee for this service permitted and a monthly or bi-weekly schedule for this service is permitted).

Acceptable Items: Items to be collected are defined as oversized items that will not fit in the standard municipal waste cart or any item that exceeds 50 lbs. This would include, but not be limited to, furniture, appliances, grills, etc. All appliances containing Freon must show proof of Freon removal by a certified technician.

Scheduling Requirement: Contractor will provide bulk services on no less than one day each month. Residents must call to schedule their pick-up no less than 24 hours prior to collection day.

Residential Curbside Yard Waste Collection: If contracted for by resident, contractor will collect yard waste from each residence on a weekly basis. An additional charge is allowed for this service (but a second pricing option is requested if this service were to be included in the city-wide base service).

Packaging: Yard waste will NOT be bagged or bundled.

Commercial Materials: (contractor shall not be responsible for) Materials generated by the contracted activities of a professional service provider including, Landscapers, Lawn Maintenance Companies, Tree Removal Companies, General Contractors and Handyman Services (the individual service providers shall be responsible for removal)

Back Door Service: Back door garbage and recycling service should be available to disabled residents at no additional cost upon production of a Doctor's letter. (The City does not know how many residents this will include.)

Disposal Requirements: All waste collected from the city shall be delivered to a solid waste disposal site in Contractors' discretion, which facility that has been permitted in accordance with applicable laws, rules and regulations for the disposal of solid waste.

Routing and Software Requirements: Contractor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, Contractor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on website.

Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.

Communications & Reporting: Contractor shall provide an internet/email based system for the communication of all service requests from the City's customer service representatives to the Contractor. All requests shall be tracked, recorded and reported monthly showing the date, type, and resolution of each request.

Within 30 days following the end of each calendar quarter, submit to the director of public works the following data regarding waste collection in the city:

- a. Tonnage figures showing total waste tonnages collected. Catalog this total into residential and commercial/industrial subtotals.
- b. Tonnage figures showing recovered, recycled or diverted materials by type.

Customer Service Standards:

Customer Service Representatives/Line – Contractor shall have one or more customer service representatives available to respond to calls at the phone number published on the collection bins for missed pickups, to schedule bulky waste items, and to address billing disputes.

Collection - Contractor shall establish and publish a weekly schedule to provide service City-wide on a weekly basis.

- **Service times** in residential neighborhoods shall be limited to the hours of 7:00 a.m. – 7:00 p.m. unless extenuating circumstances such as equipment failure, storms, or roadway obstruction, dictate a one-time change in hours of service. Such changes shall be reported to the City.
- **Missed Service:** When a customer calls regarding a missed pickup of solid waste, the home will be serviced by a smaller vehicle the following day. Shall not be required if customer failed to have cart(s) at curb by 7:00 a.m. on collection day.
- **Cart Replacement:** Carts that develop cracks, broken wheels, or other damage due to normal wear and tear shall be replaced at no additional cost. Contractor may impose a reasonable collection fee to replace carts suffering from damage due to misuse.

Billing & Payments: The Contractor must have the ability to bill customers individually.

Non-Payment: The Contractor may discontinue service for non-payment by customers, but must report such discontinuation to the City immediately.

Franchise Fee: The Contractor shall pay the City \$1 per customer per quarter as a franchise fee, submitted quarterly for litter control throughout the City.

Equipment: Curbside collection receptacles for all materials shall be of dark, neutral coloring to include and be limited to black, green, blue, brown, or gray. Receptacles shall display the Contractor name and telephone number.

**CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
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SECTION 1 - SUBMISSION INSTRUCTIONS

Purpose: The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

Standards for Acceptance of Proposal: The City reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejections or waiver is in the best interest of the City.

Proposal Opening: Sealed Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the RFP. The name of each Proposer/vendor shall be announced.

Provided that the proposal is delivered to the City's Designated Contact at the time, place, and under the conditions contained in the RFP, the proposals shall be conditionally accepted without alteration or correction pending evaluation. By submission of their proposal, Proposers' warrant that their proposed pricing, terms and conditions will be firm for acceptance for a period of ninety (90) days from opening date.

Award of Contract: The contract, if awarded, will be awarded to the most responsive and responsible Proposer who demonstrates the greatest value and benefit to the City according to the criteria provided for in this RFP.

Contract Negotiation: Standard contract must be included with proposal. Upon receiving the notification for award from City, the Proposer shall submit a final contract for negotiation/execution.

Notice to Proceed: The successful Proposer shall not commence work under this request for proposals until duly notified by receipt of a contract signed as executed by the City Manager.

Qualified Proposer: A "Qualified Proposer" is defined for this purpose as one who meets all requirements for licensing, insurance and service contained within these specifications including attendance at the MANDATORY PRE-PROPOSAL CONFERENCE.

Minimum Qualifications: Each Proposer shall have no less than five (5) years of residential curbside solid waste collection experience in the State of Georgia. They must provide references for at least three (3) cities with whom proposer has a residential franchise. The referenced cities must hold a population that are comparable to Peachtree City, (35,000). Each city customer must respond favorably to the reference inquiry with no history of unresolved service issues or concerns.

SECTION 2 - SUBMISSION REQUIREMENTS

Purpose: The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

How to Prepare Proposals: All proposals shall be:

1. Prepared on the forms enclosed, along with written explanations where applicable.

2. Typewritten or completed with pen and ink and signed by the Proposers' authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.
3. Completed in their entirety containing all information required by the RFP.
4. Submitted in a sealed package, plainly marked with the title "**Collection Services**" along with the name and address of the Proposer.
5. Mailed or delivered in sufficient time to ensure receipt by the City's Designated Contact on or before the date and time specified. RFPs not received by the time and date specified will not be opened.
6. Contained and organized in a three ring binder (preferred) that shows the name of the Proposer and the title of the RFP on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:

Proposal Forms

This section should include the Proposal Pricing Form, Drug Free Workplace Certificate, Employment Eligibility Form and Non-Collusion Affidavit. Additional Services/Alternative Services Form shall be included in the Alternate Proposals & Exceptions section.

Company Information

This section should contain the name, address, history and current description of Proposer. All contact and facility information associated with the delivery of service for this contract should be included. (Not to exceed 8 single sided or 4 double sided pages)

Financial Information

This section should contain a copy of the Proposers' Business License, Tax ID Form W-9, Proof of Insurance and evidence of bondability.

Experience & References

This section should contain a description of curbside solid waste collection **experience in the State of Georgia**. Include at least three (3) references for city contracts with the same or a greater population than the City of Peachtree City. Each reference must include the number of homes served and a summary of the type and frequency of service. Required reference information must include City name, number of residents serviced, length of contractual service, contact name, contact phone number and contact email address.

Service Proposal

This section should describe the Proposers' approach to each of the required services including:

- the type of equipment to be used, (Anything used in the collection of solid waste, yard waste and recyclables, including trucks and carts.)
- routing strategy,
- intended disposal site,
- customer service plan,
- implementation plan, and any operational standards related to hiring, training, and safety.

This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.

Regarding Collection Vehicles: Provide the size and weight of current fleet used for the collection of solid waste, recycling, yard debris, and bulky waste.

Regarding Accessibility: How contractor will collect on streets that may require smaller vehicles for access (for example, Greer's Trail – no cul-de-sac).

Deployment Time: Indicate how quickly Contractor could deploy the required collection receptacles to between 10,500 and 10,900 customers in Peachtree City upon award. Bins may be new or used but must be clean and in good condition (lids, working wheels, no cracks, correct labeling with phone number). Please indicate how quickly Contractor could remove receptacles that are unclaimed by previous service providers.

Promotion & Education

This section should include a description of the Proposers' commitment to promoting, educating and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities should be included.

Alternate Proposals & Exceptions

This section should contain a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver. This section may also include the Alternate Proposals & Exceptions form - alternative approaches to the management and service delivery of the City's solid waste program. Pricing for alternative proposals must also be included in this section.

Miscellaneous

This section should contain any additional information that the Proposer would like to present.

Forms Requiring Signature: The following forms shall be included in the proposal submission and must be signed by an authorized representative of the Proposer.

Proposal Pricing Form: By signing and submitting this proposal form, Proposer acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this RFP.

Additional Services/Alternative Services Form: By signing and submitting this proposal form, Proposer is supplying alternatives and pricing for consideration.

Drug Free Workplace Certificate: By signing and submitting this proposal form, Proposer acknowledges that it will provide a drug-free workplace program.

Employment Eligibility Verification: The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with local governments to be accompanied by a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. Proposers' must execute and submit a Contractor Affidavit. If Sub-Contractors are engaged, they are required to execute the Sub-Contractor Affidavit. These affidavits are attached.

Non-Collusion Affidavit: By signing and submitting this affidavit, Proposer declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Bonding Requirements:

Proposal (Bid) Bond: Each proposal shall include a proposal guarantee equal to 5% of the Proposers' annual expected price. The proposal guarantee may be in the form of a bond or cashier's check.

Performance Bond: Each proposal shall include a letter from a corporate Surety stating that a Performance Bond will be furnished by it in the event that the Proposer is chosen for award. The letter shall be signed by an authorized representative of the Surety together with a certified copy of his power of attorney attached thereto.

Upon execution of the agreement the Proposer shall have 14 days to provide to the City a Performance Bond in an amount equal to the annual revenue. The Performance Bond shall be renewed annually.

Indemnification: Contractor shall indemnify and hold City harmless from and against any and all claims, liabilities, demands and causes of action arising out of Contractors' negligence in performance of the services or arising out of Contractors' failure to comply with the provisions of the agreement. Notwithstanding the foregoing, under no circumstances will Contractor be required to indemnify City with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the City's negligence, willful misconduct or failure to comply with the provisions of the agreement.

Insurance: The Contractor shall at all times during the contract (franchise agreement) maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract (franchise agreement), the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory- Min \$100,000 per accident
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person, \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The City shall be named as an additional insured.

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

SECTION 3 - GENERAL CONDITIONS

Exclusivity: The successful Proposer will receive the exclusive right to all residential curbside solid waste collection services (excluding the neighborhoods with privately owned streets) performed within the city limits. Materials included in this exclusivity are municipal solid waste, recyclables, bulky waste, and yard waste as have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.

Contract Term: The City expects to enter into a contract for services for fiscal year 2020 (October 1, 2019 through September 30, 2020), with automatic renewals for four (4) additional fiscal years (October 1 – September 30).

Rate Adjustments:

CPI: Rates may be increased, subject to review by the City, on each anniversary date by the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection. Said increases shall not commence until 2021.

Adjustable Fuel Surcharges: The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12-month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly. (Reference <https://www.eia.gov/petroleum/gasdiesel/>)

Unforeseen Increases: In the event that the Contractors' operational costs are increased, due to changes in governmental regulations or disposal fees, the Contractor may submit a request for an increase including a cost analysis that demonstrates a proof of need. All such rate adjustment requests shall not be unreasonably withheld.

Compliance with laws: The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute.

Holidays: In observance of the following holidays, as recognized by the City, Contractor shall not provide service on Christmas Day, Thanksgiving Day, Independence Day, Memorial Day, Labor Day, and New Years' Day. Awarded vendor shall provide list so City can post.

Force Majeure: Contractor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather or other Acts of God.

Performance Bond The successful bidder contractor shall furnish a performance bond (100% of contract price), written by the Corporate Surety Company holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties or federal bonds,

executed and issued by the Resident Agent licensed by and having office in the State of Georgia, representing such Corporate Surety, to be approved by the Purchasing Agent, conditioned for the due and faithful performance of the work, and providing, in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, team hire, sustenance provisions, provender, or other supplies used or consumed by such Contractor, or his or its subcontractor(s), in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Peachtree City to the extent of any and all payments in connection with carrying out of said contract which the City may be required to make under the law.

The Contractor is required at all times to have a valid performance bond in force covering the work being performed. A failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Georgia, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bonds shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of the contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appears with one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases the 25% liability will not be applicable.

Performance Bond forms will not be provided in this RFP package. Standard forms supplied by the Surety are an acceptable form.

Evaluation of Proposals

The proposals will be evaluated on the following weighted criteria:

- Price Proposal (per customer) 50%
- Demonstrate Understand of/Adherence to RFP 15%
- Experience and References 15%
- Implementation and Support Services 15%
- Additional Services/Alternative Services 5%

SECTION 4 - SUBMISSION FORMS

The following forms must be included with each Proposers submission.

- Proposal Pricing Form
- Additional Services/Alternative Services Form
- Drug Free Workplace Certificate
- Employment Eligibility Form
- Non-Collusion Affidavit

**CITY OF PEACHTREE CITY
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
PROPOSAL PRICING FORM**

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Proposer's Name and Address:

Due Date: _____

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Request for Proposals and the proposed Contract Documents relating to the project known as:

SOLID WASTE & RECYCLING COLLECTION SERVICES

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, **hereby proposes and agrees to fully perform the work** in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the prices of:

Base Rate per quarter, per home: \$ _____

1 time per week curbside garbage collection + weekly/bi-weekly recycling

Base Rate per quarter, per home: \$ _____

1 time per week curbside garbage collection + weekly/bi-weekly recycling + weekly yard waste removal

(for comparison purposes for contract, not alternate option for customers)

Additional Services & Costs, per quarter, per home:

Second weekly cart for solid waste \$ _____

Second cart for recycling \$ _____

1 time per **week** curbside collection of yard waste \$ _____

Optional: 1 time per **month** curbside collection of yard waste \$ _____

Bulk Waste rate - specify price below

for example: \$5 per item

\$ _____ per _____

Minimum expected revenue for solid waste collection services
Calculated based on minimal expected number of
residences:

Rate per quarter, per home x 10,900 = \$ _____

(This is the amount the bond will be based on.)

Additional City Services & Costs: See worksheet entitled "**OPTIONAL / ADDITIONAL SERVICES BILLED TO CITY**"

2. The undersigned has checked all of the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this price proposal.

3. In submitting this price proposal, it is understood that the right is reserved by the Owner to reject any or all proposals and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the price proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the RFP's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this price proposal or the Contract that may be entered into as a result of this price proposal and that in all respects the price proposal is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this price proposal, in awarding the contract to him and/or in the prosecution of the work required.

7. If written notice of the acceptance of this price proposal is mailed or delivered to the undersigned within ninety (90) days after the date set for the opening of this price proposal, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this contract.

8. The names of all persons interested in the foregoing price proposal as principals are listed below:

(IMPORTANT NOTICE: If vendor is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If vendor is an individual, give first and last names in full.)

9. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. dated _____
Addendum No. dated _____
Addendum No. dated _____
Addendum No. dated _____
Addendum No. dated _____
Addendum No. dated _____

RESPECTFULLY SUBMITTED:

Date of Proposal _____

Firm Name _____

Business Address _____

Submitted by (written) _____

Submitted by (signed) _____

Telephone _____ Fax _____

Cell _____

Email _____

**CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
OPTIONAL / ADDITIONAL SERVICES BILLED TO CITY**

OPTIONAL/ADDITIONAL SERVICES BILLED TO CITY DIRECTLY

Recycling Bin Service: Peachtree City has recycling bins available for community drop-off of separated recyclables. Please designate ability to provide bins and removal of the following materials (if any) and the associated price / rebate for recyclables.

- Plastics (#1-7) - YES or NO Cost \$ _____ per _____
- Aluminum Cans YES or NO Cost \$ _____ per _____
- Cardboard (compacted) YES or NO Cost \$ _____ per _____
- Newspapers and Magazines YES or NO Cost \$ _____ per _____
- Glass (clear and colored) YES or NO Cost \$ _____ per _____
- E-Waste YES or NO Cost \$ _____ per _____

COMMENTS/OTHER SOLUTIONS:

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The vendor's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Peachtree City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
 - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

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

Signature: _____ Date: _____

Print Name: _____

Company: _____

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

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 ("Contractor") which is engaged in the physical performance of services on behalf of the **City of Peachtree City** has registered with, is authorized to use and uses federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by § O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Company Name / Contractor Name

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (City) _____ (State)

BY: Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT

State of Georgia
County of _____

_____, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____
the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the city or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
Signature

Title Date

Subscribed and sworn before me
on this the ____ day of _____, 20____

Notary Public
My Commission Expires:

APPENDIX A

For those in attendance at the mandatory pre-proposal meeting, I will provide paper copies of maps.

APPENDIX B

Agreement Terms/Definitions

**CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLABLES COLLECTION SERVICES
DEFINITIONS**

City - City of Peachtree City, Georgia

Contract Documents - The Request for Proposals, Scope of Services, Submission Instructions, Submission Requirements, General Conditions, Submission Forms, Contractors' Proposals, General Specifications, the Contract Bonds, the Agreement executed by the City and the Contractor, and any addenda or changes to the forgoing documents agreed to by the City and the Contractor.

Contractor - The person, corporation or partnership performing refuse collection and disposal under contract with the City.

Disposal Site - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meat, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, hazardous waste, or rubbish.

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law, or waste in any amount, which is regulated under Federal or State law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

Refuse - This term shall refer to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.

Rubbish - All printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, or hazardous waste.

APPENDIX C

Waste Removal Reporting History

HISTORICAL DATA

Garbage Customers	Recycling Participants	Garbage Tonnage	Recycling Tonnage
10,933	6,087	886	160
	56%		15%

These are the combined totals for 2018. There may be a difference of up to 1,000 participants (approximately 25 neighborhoods with privately owned streets that MAY opt for an alternate service).

Tonnage Figures for McIntosh Bins:

Cardboard: 456,140 lbs

Plastic/Aluminum: 161,340 lbs

Glass: 288,260 lbs

Paper: 281,700 lbs