

City of Temple

Request for Proposal – Solid Waste Collection and Disposal



CITY OF TEMPLE

REQUEST FOR PROPOSALS RFP# 2024-0304

**SOLID WASTE COLLECTION SERVICES FOR RESIDENTIAL CUSTOMERS, SMALL BUSINESSES,
MULTI-FAMILY AND SPECIFIC COMMERCIAL
TO BEGIN SERVICE JANUARY 1, 2025**

Point of Contact:

Ms. Kristin Etheredge, City Clerk

240 Carrollton Street

Temple, GA 30179

Email: ketheredge@templega.us

DEADLINE FOR SUBMISSION OF PROPOSALS:

11:00 AM (EST) FRIDAY-MARCH 22, 2024

City of Temple

Request for Proposal – Solid Waste Collection and Disposal

PROPOSAL SUBMISSION COVER FORM

THIS PROPOSAL IS SUBMITTED TO THE CITY OF TEMPLE FOR SOLID WASTE COLLECTION BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

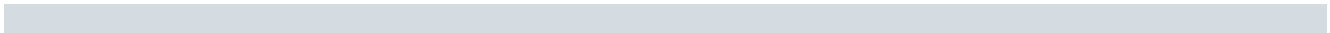
TITLE

DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

Signature _____

Print Name _____



City of Temple

Request for Proposal – Solid Waste Collection and Disposal

COST / FEE PROPOSAL FORM

PROPOSER'S NAME:

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the contract to include but not limited to collection and disposal of solid waste. All unit prices shall be rounded to the nearest cent. Unit numbers provided are estimated for the year 2025 purposes only; the City makes no guarantee as to the exact number of units to be serviced on January 1, 2025.

2024-2025 (Estimates)

- Estimated Residential Units (Trash): 2,045
- Estimated Small Business Units (Roll-Out Carts / Trash): 15
- Estimated Multi- Family and Specific Business (Dumpsters): 61
- Estimated Commercial Compactors: 3 (30 to 39 cubic yards)

COST PROPOSAL (January 2025)

Residential Weekly Containerized and Curbside Trash Service

1. 2,045 Residential Units Weekly Service

Weekly Collection of Containerized Household Trash (Curbside):

Monthly Cost per Unit:

Include:

- Disposal Cost within this Cost per Unit Monthly Fee
- Containerized in 95 gallon roll-out carts. (Proposer container)

\$

Businesses Weekly Containerized Trash Service

Small Business (15) Units

2. Weekly Collection of Containerized 95 Gallon Roll-Out Carts Trash:

Monthly Cost per Unit:

Include:

- Disposal Cost within this Cost per Unit
- Alley, Curbside and Corral Service Points
- Proposer Owned 95 Gallon Roll-Out Containers
- Cost for an additional Roll-Out Cart same location.....

\$

\$

Dumpsters Service: (Small Businesses and Multi-Family-locations)

Currently the City has (61) commercial dumpsters being serviced at specific multi-family units and small businesses. It is anticipated that the City will evaluate the size and frequency of service required.

Two (2) Cubic Yard (MSW)

Cost per Service: \$_____

Include:

- Disposal Cost within this Cost per Service Fee
- New two (2) Cubic Yard Container (Contractor provided and owned)

Four (4) Cubic Yard (MSW)

Cost per Service: \$_____

Include:

- Disposal Cost within this Cost per Service Fee
- New Four (4) Cubic Yard Container (Contractor provided and owned)

Six (6) Cubic Yard (MSW)

Cost per Service: \$_____

Include:

- Disposal Cost within this Cost per Service Fee
- New Six (6) Cubic Yard Container (Contractor provided and owned)

Eight (8) Cubic Yard (MSW)

Cost per Service: \$_____

Include:

- Disposal Cost within this Cost per Service Fee
- New Eight (8) Cubic Yard Container (Contractor provided and owned)

Commercial Compactor Service

Currently the City has (3) commercial compactors being serviced at specific commercial locations.

Commercial Compactor

Cost per Service: \$_____

Include:

- Disposal costs will be burdened by the City as a direct pass through and invoiced separately with the weight/scale tickets provided with applicable invoice.

City of Temple

Request for Proposal – Solid Waste Collection and Disposal

PERFORMANCE BOND

The Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond of \$500,000, evidence of Insurance, and other required documents.

Name: _____

Title: _____

Company: _____

Date: _____

City of Temple

Request for Proposal – Solid Waste Collection and Disposal

Landfill

Disposal Charges & Fees

All disposal charges and processing fees are incorporated into the unit pricing structure. All waste collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of Georgia. The Contractor shall accept title to the collected Municipal Solid Waste (MSW) materials upon collection and placement into the Contractor's collection vehicles until deposited at the approved designated facility.

All materials shall be taken to a City of Temple Approved Solid Waste Disposal Sanitary Landfill.

The Proposer is responsible for paying any and all Landfill tipping fees as relates to this contract.

Disposal costs will be burdened by the City as a direct pass through and invoiced separately with the weight/scale tickets provided with applicable invoice.

City of Temple

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1 INTRODUCTION AND BACKGROUND

1.1 The City of Temple ("City") is seeking a qualified contractor to perform solid waste collection services and undertake other obligations set forth in this Request for Proposals ("RFP"). The City intends to provide curbside solid waste collection services for its residents, specific small businesses, and commercial compactors. Respondents to this RFP (each a "Proposer") will be bound through a contract (the "Contract") to the terms and conditions of this RFP. Any proposed revisions must be submitted as part of the Proposer's proposal and must be clearly marked or listed as revisions. The City may reject any proposed or declare the proposal nonresponsive if the City determines that the proposed revisions constitute a material change to the RFP's service or performance requirements. Material revisions to the Contract after the proposal submission deadline will not be considered.

1.2 Currently, the City provides solid waste collection and related services to residents with a private sector solid waste management company. The City is located in Carroll County, Georgia. The City has a population of approximately 6,275. The successful Proposer will be required to perform those services set forth ("Service Requirements"). Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting / reviewing locations prior to submitting a response to the RFP in order to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance with this RFP.

1.3 This RFP contains "Informational Exhibits" that are intended to give Proposers vital information about the City's solid waste collection practices.

Exhibits:

- Exhibit A: All Garbage Customers 2024
- Exhibit B: Residential Garbage with One Cart
- Exhibit C: Residential Garbage with Two Carts
- Exhibit D: Residential Garbage with Three Carts
- Exhibit E: Residential Garbage with Backdoor Pickup
- Exhibit F: 2024-2025 Commercial with Carts
- Exhibit G: Commercial Accounts 2 yard FEL Dumpsters
- Exhibit H: Commercial Accounts 4 yard FEL Dumpsters
- Exhibit I: Commercial Accounts 6 yard FEL Dumpsters
- Exhibit J: Commercial Accounts 8 yard FEL Dumpsters
- Exhibit K: Commercial Accounts with Compactor Locations
- Exhibit L: City Limits Map
- Exhibit M: 2019 Solid Waste Collection and Disposal Ordinance (current)
- Exhibit N: Noise Ordinance (current)

NOTE: The City does not warrant that the above exhibits are free from errors.

2 REQUEST FOR PROPOSAL TERMS AND FORMALITIES

2.1 **Proposal Overview:** This RFP requires a Proposal that addresses Municipal Solid Waste Collection Services and Disposal.

1. **A bid on the Services.** The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP document, those exhibits incorporated herein, and any addenda released before the Contract award. All exhibits and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Proposer should submit a question during the question-and-answer period. Exceptions or modifications to this RFP's terms and conditions made by a Proposer are void and will not be considered by the City. In addition, the City may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

3 Term of Contract

It is the City's intent to enter into a single, exclusive solid waste services agreement ("Contract") with a selected Proposer to provide the Service Requirements, as set forth in this RFP. The City will award the Contract to the Proposer the City determines to be in the best interests of the City. The City intends to enter into a Contract with a five (5) year initial term with the option to extend the Contract for two (2) additional five (5) year periods, such option being exercised upon the mutual agreement of the City and the Contractor.

4 General Scope of RFP

4.1.1 This RFP serves two functions: (1) to advise potential Proposers of the City's needs and expectations; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the Contract award. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

4.1.2 In determining whether proposals should be evaluated or rejected, the City will take into consideration the degree to which Proposers have proposed or failed to propose solutions that will satisfy the City's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Proposer from consideration. However, failure to comply with any single requirement may result in the City exercising its discretion to reject a proposal in its entirety.

4.2 **Questions, Corrections, and Addenda to the RFP**

All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by **March 11, 2024 @ 5pm EST**. All questions **must** be sent to City Clerk, Kristin Etheredge via email to: ketheredge@templega.us. All official bid addendums and/or corrections will be posted on the City of Temple website <https://www.templega.us>

Proposers who submit a notice of intent to bid by email to: ketheredge@templega.us will receive any addenda by email as a courtesy. However, the City will not be responsible for emails that are delayed, not sent, or not received. Each Proposer is responsible for ensuring it has reviewed all RFP Addenda, and the City is not responsible for technological or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda that are not the result of the City's gross negligence.

4.3 **Submission of Proposal**

Proposals must be sealed, appropriately marked, and submitted in hard copy. Electronic responses by email or fax will not be considered. Proposals must be addressed as follows:

PROPOSAL: Solid Waste Services
City of Temple
Attn. Ms. Kristin Etheredge, City Clerk
240 Carrollton Street
Temple, GA 30179

All proposals must be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay; whether delivered by hand, U.S. Postal Service, courier, or other delivery service, is entirely on the Vendor. Any proposal received after the proposal submission deadline will be rejected.

Submit one (1) set of signed, original proposal cover forms (technical and cost), five (5) photocopies of the proposal package, and one (1) electronic copy. The electronic copy of the proposal must be provided on a separate flash drive. The files must not be password protected, must be in .PDF or .XLS format, and must be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Proposers are to submit written proposals which present the firm's qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content.

4.4 **Pricing:** Proposal price shall constitute the total cost to the City for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP. Proposer shall utilize the "Cost Proposal" format provided within the RFP.

4.5 ***Proposer Due Diligence***

4.5.1 It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work from the City or through its own independent assessment.

4.5.2 The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to be acquainted with conditions existing, shall in no way relieve the Proposer of any obligations with respect to this RFP or the Contract. Proposers shall make their own determination as to conditions, under which the Services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create, without extra cost to the City.

4.6 ***Legal Compliance:*** All applicable Georgia laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services shall apply to this RFP and the Contract throughout, and the Contract as though written out in full in the Contract.

4.7 ***Non-Discrimination:*** The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4.8 ***Performance Bond:*** The Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond of \$500,000, evidence of Insurance, and other required documents.

4.9 ***Modification or Withdrawal of Proposal:*** A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

4.10 Trade Secrets:

4.10.1 Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"

4.10.2 Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may mark, indicate, or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with the Official Code of Georgia Annotated. Any material labeled as confidential constitutes a representation by the Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under the Official Code of Georgia Annotated. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential as much as possible.

4.11 Communications: Prohibited

4.11.1.1 During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside the City Local Government (including elected officials and the City's contracted consultants) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract.

4.11.1.2 A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City Administrator's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of City would not be served by the disqualification. A Proposer may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by the City for this RFP or general inquiries directed to the City regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

4.12 Pre-Contract Expenses: In no event shall the City be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

4.13 *Proposer's Warranties and Representations*

4.13.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional Manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

4.13.2 Proposer represents that it can fully furnish all of its own necessary management, supervision, labor, collection vehicles, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Proposer to provide and deliver the Services.

4.13.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the City under this RFP or the Contract.

4.13.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

4.14 *Disqualification of Contractors*

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- Evidence of collusion among Contractors.
- Lack of competency as availed by financial statements, experience, or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the City.
- Default on a previous City contract for failure to perform.
- Submittal of fraudulent information or misrepresentation of the Contractor's capabilities and experience.

5 PROPOSAL FORMAT

The proposal consists of two parts:

5.4.1. Cost Proposal (60 possible points). The Cost Proposal shall be submitted using the form included in the front of this RFP.

5.4.2. Technical Proposal (40 possible points) containing the tabs as required below.

Proposers must submit the Cost Proposal in a sealed envelope and must not disclose the Cost Proposal as part of the Technical Proposal.

Proposers must submit the RFP Response Form and the Cost Proposal Form included in the front of this RFP.

6 TECHNICAL PROPOSAL

The Technical Proposal will be evaluated based on the following tabbed information and will be scored according to the points noted:

TAB 1 – EXECUTIVE SUMMARY (5 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), addresses, and telephone and email address(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE (15 points)

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal must, at a minimum, include the following information.

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and Regional General Manager, Local Operations Manager, or similarly titled positions, as well as individuals directly responsible for services provided to the City.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste roll cart collection services to residential, multi-family, small commercial customers and commercial (dumpster) and (compactor) customers within the past five (5) years. Proposer should provide four (4) references, shall be public- sector customers or comparable size private sector from Georgia, for which the Proposer is or has provided (within five (5) yeas) services similar to those required herein using the provided reference forms in. Proposer should provide any additional, relevant information to demonstrate the quality of its services.

- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing roll cart collection service to residential, multi-family, and commercial customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services.

Proposer should identify its service transition project manager for the City. Proposer should demonstrate that the service transition project manager for this Contract has experience providing successful service transitions.

- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to Georgia. If there are no such actions, Proposer should so state.
- e) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If the financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.
- f) **Previous Experience:** Proposer shall identify if it has previously provided services for the City, what services have been provided, and the term of such services. Any previous partnership with the City will be evaluated and considered as part of the qualification criteria.

TAB 3 – SCOPE OF WORK PROPOSAL (15 POINTS)

Proposer should clearly describe in sufficient detail how it will perform the Services required in this RFP. The City is looking for proposals that maintain a high level of customer service while maximizing efficiency and cost-effectiveness. This section of the proposal should, at a minimum, include the following information.

- a) **Collection Services:** Proposer should explain how it plans to provide collection services as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of routes, number of collection staff; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.
- b) **MSW Disposal Site:** Proposer shall identify the MSW Final Disposal Landfill Site and provide a copy of the associated Georgia Permit information.
- c) **Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.
- d) **Call Center.** Proposals must explain how Proposer will support its call center procedures with the City's Work Order processes, to include options for web link support.
- e) **Transition Management:** Proposer should explain how it plans to manage the transition into providing these services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving carts, vehicles, acquiring labor, etc.
- f) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information and provide support to the City's Work Order processes.
- g) **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

The Proposer is encouraged to provide additional information that the City should consider to accomplish its objectives.

7 SELECTION PROCESS

7.1 The award may be made to the Proposer submitting the proposal which is in the best interest of the City.

7.2 The City may establish a Selection Committee that will review and score all Technical Proposals received and determine the shortlisted firms (firms with the highest scores) using the selection criteria established for this RFP.

7.3 The Selection Committee may allow presentations and conduct interviews of the shortlisted Proposers and will establish ratings for each contractor in accordance with the scoring criteria established for this RFP.

7.4 The Selection Committee or such other person or committee designated by the City Administrator may recommend the order of ranking. The City Administrator, or designee, may compare the ranked Proposers to their Cost Proposals. The City Administrator will then make a recommendation to the City Council. The recommendation could include selection of a Proposer, rejection of all proposals, or other action the City Administrator deems appropriate.

7.5 Technical Score: Evaluators may independently review each Respondent's technical proposal and award points using the established evaluation criteria above, with scoring based on a zero (0) to ten (10) point scale, as identified below. For each criterion, the sum of the Evaluator's scores will be divided by the number of evaluators to provide the overall average; then multiplied by the designated factor for a total Technical Point Score for each criterion. The sum of average points results in the total technical score for each Respondent, respectively.

7.6 Scoring Criteria Table

CRITERIA	EVALUATOR MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL			
Tab 1&2 – Experience/Ability and Past Performance	10	2	20
Tab 3 – Technical Proposal	10	2	20
COST/PRICE PROPOSAL	MAX SCORE	FACTOR	COST SCORE MAXIMUM POINTS
Cost to the City	10	6	60
Total Maximum Points Allowed			100

7.7 Technical Scoring Scale Table

Score	Basic Description	Full Description
0 - 1	No Response/Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
2 - 3	Poor/Below Expectations/Unsatisfactory	The proposal is inadequate in most basic requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .
4 - 5	Below Average/Meets Some Expectations	The proposal meets some of the basic requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
6 - 7	Average/Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
8 - 9	Above average/Meets all Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is above average .
10	Excellent/Exceeds Expectations	The proposal exceeds minimum requirements, specifications, or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is excellent .

7.8 Cost/Price Response Score: The Price analysis is conducted by the City Administrator or his/her designee through the comparison of Price Responses submitted. The maximum points will be awarded to the lowest responsive Price Response. Responses with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Response to the higher Price Response.

The criteria for price evaluation shall be based upon the following formula:

$$(\text{Lowest Price/Respondent's Price}) \times \text{Price Points} = \text{Respondent's Awarded Cost/Price Points}$$

Scoring Example:

After the evaluation committee has scored all other categories for all Respondents, price proposals will be opened, and the pricing category will be evaluated. This category will be worth a total of 40 points to the lowest cost provider with others receiving points based on how their proposal compares against the low-cost provider. The Cost category will be scored as follows:

The maximum number of Cost proposal points will be given to the respondent submitting the lowest responsive cost proposal. All other respondents will receive points in this category weighted relative to how their cost fares against the low-cost proposal. The following **example** illustrates the method utilized to proportionally award the cost proposal points. For this example, assume the maximum number of **cost** points is 60:

Cost Proposal Respondent		Points	Calculation
\$100,000	Respondent 1 (Lowest Cost)	60.0	Receives Total Points
\$125,000	Respondent 2	48.0	$(100,000/125,000) \times 60$
\$150,000	Respondent 3	40.0	$(100,000/150,000) \times 60$

Repeat for additional Respondents, as necessary.

7.9 Overall Score and Ranking: The sum of the Respondent's Technical point score and the Cost / Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

As part of the evaluation process the City reserves the right to shortlist two or more Respondents with the highest-ranking proposal scores. The City may also request oral presentations, interviews, and/or conduct site visits during the solicitation and contracting process.

8 Service Area

The Service Area, defined by the City municipal boundaries (Exhibit H)

9 SERVICE REQUIREMENTS

Proposer shall provide the collection services (as determined by the City) described below within the Service Area in accordance with this RFP and the final Contract.

9.1 *Collection Services & Options*

Proposer shall provide the following services as designated by the City:

Residential Municipal Solid Waste Household Trash Collections:

- **Weekly:** Residential Municipal Solid Waste (MSW) Household Trash Collections
 - Curbside Collection
 - Containerized in Contractor Owned 95 Gallon Roll-Out Containers.
 - Occasional overage bagged next to or on top of the 95 Gallon Roll-Out Container to be collected
 - Backdoor Service Special Circumstances – (as identified and authorized by the City) not to exceed 2% of total residential units.

Approved Multi-Family Units

- **Weekly:** Approved Multi-Family (MSW) Trash Collections
 - Containerized in Contractor Owned 95 Gallon Roll-Out Containers
 - Occasional overage bagged next to or on top of the 95 Gallon Roll-Out Container to be collected
 - Service Points: Alley, Corrals and Curbside Service – (as identified by the City)

Approved (by the City) Small Commercial Businesses

- **Weekly:** Approved Small Business (MSW) Trash Collections
 - Containerized in Contractor Owned 95 Gallon Roll-Out Containers
 - Occasional overage bagged next to or on top of the 95 Gallon Roll-Out Container to be collected
 - Service Points: Backdoor, Alley, Corrals and Curbside Service – (as identified by the City)

- **Commercial Dumpster Service** – Approved Small Businesses, Multi-Family Units and City Facilities
 - Containerized in Contractor Owned and Maintained Dumpsters
 - New Dumpsters to be Deployed: 2,4,6 and 8 Cubic Yards
 - Collection service will be provided to six (6) City facilities at no additional fee. Locations include Recreation Department, Water Plant, Senior Center, Public Works, City Hall, and Police Department.

NAME	LOCATION	SIZE	FREQUENCY
Recreation Dept	240 Rome St	6yd	X1
Water Plant	574 Oak Shade - Bar J Rd	8yd	X1
Senior Center	280 Rome St.	8yd	X1
Public Works	155 Montgomery St	8yd	x1
City Hall	240 Carrollton St	4yd	x1
Police Dept	184 Carrollton St.	2yd	x1

- **Commercial Compactor Service** – Approved Commercial locations
 - Containerized in 30 to 39 cubic yard compactors

Proposer shall provide weekly curbside collection service of Household Trash (MSW) to Residential Units with one (1) 95 Gallon Roll-Out Carts located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Household Trash (MSW) to the designated landfill disposal facility. Proposer shall provide Residential Units Household Trash (MSW) collection once per week (in the service area). Any occasional contained overflow placed on top or to the side of the rollout cart must be collected.

The MSW residential unit rollout carts must be placed curbside. Multi-Family units maybe serviced at: curbside, alley or corral.

10 Residential Back/Side Door Collection Service Household Trash (MSW)-Weekly Collection Services

Proposer shall provide Back/Side Door Collection service to those Residential Units where no one is physically able to place One (1) 95-gallon Rollout Refuse Containers curbside. Customers must establish eligibility to receive this service by every other year submitting a physician's statement to the City, in a form acceptable to the City, that the customer is unable to roll a Rollout Refuse Container to the curb and by asserting that no one resides in the household who is capable of placing Rollout Refuse Containers curbside.

11 Small Commercial Business Units Municipal Solid Waste ('MSW')-Weekly

Proposer shall provide curbside collection service of Trash (MSW) to Approved Small Commercial Business Units. The small business units may have up to four (4) 95 Gallon rollout carts, located within the Service Area and identified by the City. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Trash (MSW) to the designated landfill disposal facility. Proposer shall provide Small Commercial Business Units Trash (MSW) collection once per week (in the service area). Any occasional contained overflow placed on top or to the side of the rollout cart must be collected. The trash (MSW) must be containerized in trash containers or bags. The trash containers or bags shall not exceed 50 pounds.

The Small Commercial Business Units MSW Roll-Out Cart shall be serviced either in Street side, Alleys, or in a Corral

12 Non-Collection Household Trash (MSW)

Proposer shall not be required to collect any liquid, hazardous, construction and demolition debris, appliances, or furniture materials. In the event of non-collection, Proposer shall affix to the Household Trash Rollout Cart, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential / Business Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice shall be managed by the contractor through the City's Work Order process.

13 Quantities: Residential, Multi-Family, Small Businesses and Commercial

The City estimates that the number of Residential, Multi-Family and Small Commercial Units to be initially serviced under the *Contract to be* 2,060 (95 Gallon Roll-Out Carts). The City makes no representation as to the reliability of its estimate for the total number of Units. Unit Price per month computations for Residential and Small Commercial Units shall be based upon such an estimate with requests for new service locations to be added on a quarterly basis. Following the award of contract, but prior to the contract Starting Date a team consisting of City and Contractor employees will determine and confirm the number of Units, including units authorized for backyard pickup, with any disputes being settled by the City. The City will notify the Contractor in writing of the final number of Units no later than sixty (60) working days after verification is completed. This will be the starting-point basis of billing by the Contractor. Subsequent changes in the number of Units, either through changes within the Contract Area or annexation shall be approved by the City. Changes will be approved no more often than on a quarterly basis.

- 2,060 (Roll-Outs) Residential, Multi-Family and Small Businesses Trash Collection
- 69 Dumpsters – 2-8 Cubic Yards various frequency of service
- 3 Compactors – 30 - 39 Cubic Yards various frequency of service

14 Dumpsters Service: Multi – Family Units and Specific Businesses (City Approved)

The Proposer shall provide Dumpster Collection Service at Multi-Family Units. The dumpster service will be for Household Trash (MSW). The proposer shall service the dumpsters on a scheduled basis, and provide specific dumpster sizes: Two (2), Four (4), Six (6) or Eight (8) Cubic Yards.

The Proposer shall provide exact specifications, model or type, and manufacturer, of all Dumpsters for the City's approval. The City's authorized representative shall have final approval of the color, markings, and Decals on the Dumpsters. Only Dumpsters approved by the City shall be used by the Proposer in providing collection services.

The Proposer shall provide Dumpster Issuance, Repair, Cleaning and Maintenance Service Request will be completed within **seven (7) business days** or sooner if directed by the City. The request for issuing, repairing or maintenance of a Dumpster may come from a customer call, citizen request via whatever communication tool made available for this purpose, and by the Proposer's Route Drivers. The Proposer's Route Drivers are expected to identify the Dumpster to be serviced and create a work order to assure the rollout refuse container is serviced (within seven (7) business days).

15 City Events and Festivals

As directed by the City, the Proposer will provide, at no additional fee, collection service for up to five (5) Community Events or Festivals per year, for materials set out during neighborhood and community cleanups. All Solid Waste collected during these events must be delivered to the Designated Facilities. The City Events and Festivals will require up to ten (10) 95 gallon Roll-Out Containers and/or any festival City approved container for Trash; to be provided by the Proposer.

16 Service Modifications and Associated Charges/Fees

The Proposer shall not make any additional Service Modifications to any services within this Proposal. Any modifications to the Residential, Small Commercial Business Units, Multi-Family Units and the Commercial compactors must have prior approval of the City.

Residential, Small Commercial Business Unit, Multi-Family Unit and Commercial may request additional services: additional rollout cart, change in dumpster or compactor size or frequency of service the Customer location is responsible for the additional charges as related to the additional services. The Proposer shall directly invoice the related charges to the Customer. The additional charges will be per the Proposers / City agreed Fees. The City shall not be invoiced for any additional services, without prior written City approval.

17 Routes and Schedules

Collection Routes for Residential, Multi-family Household Trash, Small Commercial Business Units and Commercial shall be serviced on the same day as currently serviced.

All collection routes should observe right-hand routing schemes to the extent possible to enhance safety, prevent crisscrossing of streets, and limit the making of left-hand turns against traffic.

Proposer shall provide the City with schedules of collection routes in map and text formats (printed and electronic versions), with addresses and services provided, no later than two (2) months prior to the Commencement Date.

Proposer shall inform the City in writing at least thirty (30) days in advance of any proposed changes to routes or schedules during the term of the Contract. Changes to routes and schedules are subject to the City's written approval, which shall not be unreasonably withheld. Proposer shall provide the Assistant City Administrator with proposed route and schedule changes in map and text format, addresses and service change at the time of request.

In the event that changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a City-approved printed announcement at least thirty (30) days prior to the effective date of the change.

17.1 *Hours of Collection*

Proposer shall provide all specified collection services between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. All routes shall be completed on the regular service day, unless the Proposer has notified the City Administrator that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed **incomplete if two percent (2%)** or more of the customers on the route did not receive regularly-scheduled collection services.

Residential Collection shall not be provided on those days that are designated by the Proposer as holidays. Proposer shall submit to the City the List of Proposers recognized holidays.

Make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to the City directive.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the City Administrator or his/her designee.

18 Collection Vehicles and Equipment

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste as specified herein. Vehicles shall comply with the following specifications:

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- (2) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (3) All vehicles shall be kept in clean condition at all times.
- (4) All vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (5) Collection vehicles shall be painted a uniform color and exterior paint, and markings must be kept in good condition.
- (6) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.

Proposer shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection.

19 General Requirements

Proposer shall be responsible for providing high quality service to all customers and the City. The Proposer shall coordinate with the City to ensure that high quality service is maintained throughout the term of the Contract, including monthly meetings with the City Administrator or his/her designees.

Proposer's employees shall make collections with minimum noise and disturbance to residents as possible, shall be courteous at all times, and shall not use loud or profane language.

Proposer shall exercise all reasonable care and diligence in the collection process. All Rollout Carts shall be completely emptied and placed in an upright position at the point where collected. Rollout Carts shall not block driveway access or cause obstruction to sidewalks. Rollout Carts shall be placed with the lid in the closed position. If the Rollout Cart falls over, the operator must immediately set it upright.

Proposer's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Proposer's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Proposer acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mailboxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Proposer's responsibility to exercise caution in relationship to the property of other authorized users.

Proposer shall promptly repair or have repaired at no cost to the City or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the City or property owner, the Proposer shall reimburse the City or property owner for such repairs. The City Administrator shall be notified immediately of any property damage.

Proposer shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Proposer's vehicle, Proposer shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the City. Proposer is fully responsible to clean such spills, leaks, or blown materials per local, state, and federal regulatory standards and to the satisfaction of the City Administrator up to and including resealing or resurfacing depending on the severity of the damage. If the Proposer can satisfactorily prove to the City Administrator that the responsibility for the spillage/leakage/blowing belongs to a third party, then Proposer will not be responsible for the cleanup.

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the City. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the City.

Proposer's employees shall wear company uniforms clearly labeled with the name of the Proposer and the employee. Employees shall wear shirts at all times, but when weather conditions are so required, employees may wear t-shirts with the Proposer's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Proposer's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

All of Proposer's employees shall be qualified and appropriately trained for the tasks assigned to them. Proposer shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law.

At all times when operating vehicles or equipment pursuant to this Contract, Proposer's employees shall carry a valid Georgia driver's license for the type of vehicle or equipment being operated.

Proposer shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Proposer's licenses or permits shall be reported to the City's authorized representative within three (3) business days.

20 Customer Service Standards

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the City, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day.

Proposer shall establish and maintain, within Carroll County (or other location as approved by the City), a local office or other facility at which the Proposer can respond to service inquiries and complaints received by the City or the Proposer. The office shall be accessible to customers from 7:00 a.m. to 5:00 p.m., Monday through Friday.

Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the City and Proposer's obligations under the Contract.

Proposer shall maintain a local telephone number routed to the **local office** where service inquiries and complaints can be received by Proposer. Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes. Proposer shall document immediately or as soon as possible (daily) all City Customers Communications based upon the City's Work Order process.

Proposer shall establish a process, subject to the City Administrator approval, for receiving and managing emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Assistant City Administrator.

Proposer shall maintain a computerized list of all Residential, Multi – Family, Small Business and Commercial Business Units. The list at a minimum will include:

- Physical Street Address
- Collection Services Provided
- Service Days
- Number of Rollout Carts
- Dumpsters – Size, Type (Slant or Vertical), Frequency of Service
- Route Information with an accurate count of the number of customers per route
- Route Information on Addresses and location of Roll-Out Carts for any approved backdoor services

Proposer shall utilize software or web based equivalent that is read only for the City to receive customer complaints and inquiries.

Service quality will, in part, be measured by the number and nature of complaints received from the Proposer's customers. Complaints received by the Proposer, directly from the customer or from the City, shall be resolved no later than the close of the next business day and reported to the City. In general, the intent is for all calls received by the Proposer or the City staff to be routed to the Proposer via the Work Order processes. All complaints must be reported to the City, and will be included into the City's Work Order process: which shall include the following information:

- (1) Customer's name, address, and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;

- (5) Date and time the complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Proposer;
- (8) Date and time the complaint was resolved; and
- (9) Name of person who resolved the complaint.

If the City or customer notifies Proposer of a missed collection before 12:00 p.m. Monday through Friday, Proposer shall return to the customer's premises before 6:00 p.m. the same day of the notification and collect all of the Household Trash (MSW) that have been set out for collection. If Proposer is notified after 4:00 p.m. Monday through Friday of a missed collection, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday after 4:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.

Proposer shall provide the City with the information that is integrated into the City's Work Order processes or Web Based equivalent. A full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of action of the Proposer's employees, agents, or subcontractors will be provided to the City by the Proposer.

21 Service Verification: Automated Vehicle Locator System (AVL) or Equivalent

The Proposer shall be responsible for providing and implementing an AVL-based service verification – route management. The City will provide the Proposer a customer list and the Proposer shall be required to populate a database with customer name/ID, physical address, and all Rollout Cart information available.

Proposer shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the City, in PDF and Excel formats. Proposer is responsible for all associated costs and maintenance. The service verification system must be operational no later than **November 1, 2024**, unless prior written approval has been given by the Assistant City Administrator.

The initial database must be populated and uploaded into the web-based service verification system no later than **November 1, 2024** so that appropriate time is provided to test the system (i.e., collection vehicle readers, web-based application, reports, etc.) prior to the **January 1, 2025** start date.

The AVL System shall be capable of providing location-based Trucks and Rollout Cart collection service information and be able to generate reports as needed based on Rollout Cart collection service activity, including, but not limited to, collection and non-collection events and set-out data. Variables and fields used to supply and manage this information shall include, but not be limited to:

- Rollout Cart type (garbage)

- Generator type (Residential, Multi-Family and Small Commercial Business Units)
- Customer name (if available)
- Physical Street Address
- Collection event date, time, and latitude/longitude coordinates
- Route Information

The AVL System shall include an asset management database through which the Proposer shall be responsible for reporting and tracking the movement of all collections processes for Residential, Multi-family, Small Commercial Business Units and Commercial services.

Proposer shall provide the Assistant City Administrator access (read only) to the Proposer's AVL System/web portal. Any information or reports requested by the Assistant City Administrator to the Proposer's AVL System will be easily available and accessible. The Assistant City Administrator will collaborate with the Proposer to develop regular reports.

21.1 *Recordkeeping, Field Audit and Reporting*

The Proposer shall provide the City with complete visibility of daily collection service operations through the use of web-based tracking. Proposer is responsible for all costs of implementation, operation, and maintenance and the system must be operational and accessible by **December 1, 2024**.

The Proposer shall perform a comprehensive field audit no later than **October 15, 2024** for the purpose maintaining an accurate count of all service locations within the Service Area.

The Field Audit will include:

- Service Locations: Physical Street Addresses
- Service Location: Street Side or Backdoor – Side Door
- Collection Services Provided per Location
- Quantity, Size and Type of Rollout Cart per Service Location
- Quantity, Size and Type of Dumpster per Service Location

Weekly: Proposer shall electronically submit a weekly report, by noon each day, to the City Administrator, in a format approved by the City, containing, at a minimum, the following information for the previous week:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups).

- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the City that have been completed (e.g., missed collection, spillage clean-up...etc.)
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Proposer shall provide hard copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14th) of each month, to the Utility Billing Clerk and Finance Accountant, in a format approved by the City, containing, at a minimum, the following monthly totals:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the City that have been completed.
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.

Proposer shall provide the City with information and records adequate to determine any information required by the City, Carroll County, or the State of Georgia.

Proposer shall provide any additional information or reports as requested by the City Administrator and or his/her designee to monitor Proposer's performance or the City's Solid Waste Program.

The City reserves the right to review and audit all records of the Proposer pertaining to the collection services of the City.

22 Designated Facilities

1. Disposal Facility

The Proposer is responsible to pay any and all Landfill tipping fees for all residential, small business and commercial dumpster service as relates to this contract.

The Proposer is not responsible to pay landfill tipping fees for the three (3) identified commercial compactor units. The landfill fee for the three (3) identified commercial compactor units will be a direct pass through cost to the City.

Proposer shall deliver all Solid Waste collected pursuant to the Contract to a City Approved Disposal Facilities.

2. Change in Designated Facility

In the event that the City and/or Proposer determine to request a change the location of a designated facility for the best interest of the Contract. The City will be the final authority / decision on the designated disposal facility / sites.

23 Transition in Service Plan

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the City no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished and must meet the approval of the City Administrator.

Proposer to prepare and identify potential dates to meet the "transition plan" benchmarks

Specific performance requirements during the transition period include, but are not limited to, the following (Proposers to include with RFP Response):

Proposed Dates	Transition Performance Benchmarks
	Proposer retains or identifies an Operations Manager.
	Proposer and City hold first Transition Planning Meeting.

	Proposer submits documentation that all necessary vehicles, equipment, and containers have been ordered and will be delivered to Proposer's yard no later than sixty (60) days prior to commencement of collection service.
	Proposer and City hold second Transition Planning Meeting.
	Proposer and City hold Transition Planning Meetings every other week.
	Proposer submits route maps and schedules, and support of work order system, AVL or equivalent
	Proposer and City Confirm AVL (or equivalent) is operational and meeting expectations.
	Proposer ensures that all vehicles, equipment, and containers necessary to provide collection services are delivered to the Proposer's yard and provides an inventory of vehicles and equipment to the City.
	Proposer begins training supervisors and drivers on collection routes and operation of collection equipment.
	Proposer ensures that all vehicles necessary to provide collection services are operational and can maneuver with the streets and alleys of the City.
	Proposer opens or Identifies Customer Service Office in Carroll County or other location acceptable to the City and capable of responding to customer inquiries regarding collection services.
	Proposer initiates collection services.

24 Payments - (Invoicing)

The City shall pay the Proposer, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

The City and the Proposer shall annually review and reconcile the "Customer Count Units" which will be provided by the City to the Proposer no later than **October 15th** of each year during the term, including any extension thereof. The reconciled number of units will commence in the following year, on the July billing statement.

Proposer shall invoice the City by the 25th of each month.

The unit prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On October 1 following the first full year of the initial term, and on October 1 of each subsequent year during the Initial Term , and each Renewal Term, the unit prices for services will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, All Items (unadjusted) over the most recent twelve-month period for which such index is available on the effective date of adjustment; provided, however, that the percentage adjustment shall not exceed four percent (4%).

Adjustments for changes in service: The City shall have the right, at its discretion and following at least 90 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to negotiate in good faith with the City to adjust the price for collection services commensurate with such changes in service level.

Extraordinary rate adjustment: Proposer may petition the City for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Proposer's request shall contain substantial evidence and justification to support the need for the price adjustment and shall be submitted to the City's authorized representative. The City's authorized representative may request from the Proposer, and the Proposer shall provide all information as may reasonably be necessary, as determined by the City, to make a determination of the validity of the request. The City Administrator may deny the request, in whole or in part, or may submit the petition to the City Administrator, or his designee for approval or denial.

Submittal of Proper Invoices: The Proposer shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

**City of Temple
Attn: Accounts Payable
240 Carrollton Street
Temple, GA 30179**

Invoice Shall Include (minimum):

- Name and address of the Proposer;
- Invoice date;
- Any Additions, Changes or Deletions of Services
- Invoice number (Proposer is encouraged to assign identification number);
- Contract number;
- City's Purchase Order number, if applicable;
- Contract line item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;
- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

25 Liquidated Damages / Costs (to be effective after: March 1, 2025)

Quality customer service is of the utmost importance to the City. It is the intent of the parties that the Proposer shall provide high quality collection services to the City. To that end, the Proposer shall cure all failures to provide service in accordance with and within the time limits set forth in the

Contract. If the Proposer fails to remedy such failures, provided such failure is not caused by action or inaction by the City, the City, without waiving other remedies it may have under the Contract, at law, or in equity, may deduct from any amounts otherwise payable to the Proposer as liquidated damages according to the following schedule. The amount of the liquidated damages set forth below is not intended as a penalty and is reasonably calculated based upon the City's potential costs in completing the work or otherwise interfering with the City's operations and resident services.

Liquidated Damages / Cost Schedule

	Incident	Cost Schedule
1	Collection of any material before 7:00 a.m. or after 6:00 p.m.	\$50 per first incident; \$100 per incident for every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the City's authorized representative. Non complete route equals 2% of the total route missed (per route information provided to the City)	\$250 per route for the 1 st incident, \$500 per route for each additional incident in any 30-calendar day period. City may terminate Contract after the 3rd incident.
3	Failure to roll containers to curb, empty at curb, and return containers to original location on days when Backdoor Collection service is to be provided by Proposer (Special Circumstances Approved by the City)	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
4	Failure to collect missed customers by 6:00 p.m. the same day when notified prior to 12:00 p.m.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
5	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided notice of such complaint; or reporting unresolved complaints as having been resolved.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
6	Failure to leave non-collection notice for customer explaining why improperly set-out material was not collected. A retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period

	Incident	Cost Schedule
7	Failure to put Trash Containers back into the assigned Corral or Service point location	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to treat customers in a courteous and respectful manner.	\$50 per incident; \$100 per incident for every incident thereafter in any 30-calendar-day period
9	Failure to comply with uniform requirements.	\$25 for every incident
10	Failure to follow established walkways for pedestrians, trespassing or loitering on private property, crossing property lines to the adjoining property, or disturbing or tampering with property not connected with collection duties while providing service.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
11	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day written notice of such spillage is received.	\$250 per incident; \$500 for 2nd incident and \$750 for 3rd, and each subsequent, incident in any 90-calendar-day period
12	Failure to repair damage to customer property upon written notice from City and determination of Proposer's liability.	\$250 per incident; \$500 for 2nd incident and \$750 for 3rd, and each subsequent, incident in any 90-calendar-day period
13	Failure to maintain office hours and supervisory contacts as required. (8a to 5p)	\$50 per incident; \$100 for 2nd incident and \$250 for 3rd, and each subsequent, incident in any 90 calendar-day period
14	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$50 per incident; \$100 for 2nd incident and \$250 for 3rd, and each subsequent, incident in any 90 calendar-day period
15	Failure to correct deficiencies in cleanliness, safety, or sanitation of equipment within 48 hours of written request.	\$50 per incident; \$100 for 2nd incident and \$250 for 3rd, and each subsequent, incident in any 90 calendar-day period
16	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the City.	\$250 for first incident, \$500 for 2nd incident and \$750 for 3 rd and any subsequent incident on the same route during any 90-calendar-day period
17	Failure to properly display Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$50 per incident; \$100 for 2nd incident and \$250 for 3rd, and each subsequent, incident in any 90 calendar-day period

	Incident	Cost Schedule
18	Failure to provide proper notification to City or residents prior to route changes.	\$500 for the 1st incident; \$1,000 for each subsequent incident; City may terminate Contract after the 3rd incident
19	Failure to Repair or Maintain Dumpsters – Leakage or Lids	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
20	Failure to meet any General Requirements of the contract.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
21	Failure to meet any Vehicle Requirements	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period

All completed field orders shall be submitted via the City's Work Order process. The City will calculate all liquidated costs, if any assessed each month and will provide notice of such assessment, if any, to the Proposer no later than seven (7) business days following the end of each calendar month and will net the total amount of such costs against the payment for collection services during that same month.

Notwithstanding any other provision of the Contract between the City and Proposer to the contrary, in the event that the total amount of liquidated costs assessed against the Proposer during any 60-calendar-day period, which may begin on any day within a month, exceeds \$10,000, the City, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract.

By entering into the Contract, the City and Proposer agree that a violation, by the Proposer, of any of the foregoing standards will cause the City to incur costs which will be difficult, if not impossible, to calculate. For that reason, the City and the Proposer agree that the preceding amounts are reasonable estimates of such costs and shall constitute liquidated costs, and not penalties, which may be assessed by the City as a result of such violation by the Proposer and failure to timely and properly cure.

Should the Proposer dispute any assessment of liquidated costs by the City in accordance with the Contract, the Proposer shall deliver written notice of the same, and the basis for disputing that assessment, to the City's authorized representative within five (5) days of receiving notice of that assessment. The City's authorized representative and the Proposer shall meet within five (5) days of the City's receipt of such notice and attempt to resolve the dispute. In the event no resolution is reached within that period, the City Administrator, or his authorized representative, at the Proposer's written request, shall review and attempt to resolve that dispute with the Proposer. If the dispute is not resolved within seven (7) days following the date such request is received by the City Administrator, the Proposer may submit the dispute for non-binding mediation by delivering written notice thereof to the City and, within five (5) days following the date of such notice, delivering, to a mutually agreeable mediator and to the City, a written summary of the facts at issue, the grounds for the dispute, and a statement of the Proposer's position. The City, within five (5) days after receiving the written summary from the Proposer, shall submit to the mediator a written response to that summary and a statement of its position. Neither the document from the Proposer nor the document from the City shall exceed two (2) pages in length. The mediator shall consider those written materials, make such further inquiry of the parties as may be necessary, and shall render a written report no later than thirty (30) days following receipt of the written summary from the Proposer. If the parties are not able to resolve the dispute through mediation, then either party, provided it first gives notice to the other party within seven (7) days following its receipt of that report, may take whatever further action(s) may be available at law, in equity, or under the Contract. If a resolution of the dispute includes an adjustment in the amount of liquidated costs previously withheld by the City, the Proposer will include that adjustment as a separate debit or credit, as appropriate, in its next invoice for collection services.

Any waiver or forbearance by the City or the Proposer of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the City or the Proposer to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

26 Schedule of Events

The City plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole discretion of the City. Schedule of Events provides the major milestones of the RFP process.

Schedule of Events	
Activity	Date
RFP Released	March 4, 2024
Open Period for Proposer (email ketheredge@templega.us)	March 5, 2024
Close Questions for Proposer (last day to submit questions to City)	March 11, 2024
Addenda to RFP Issued and all responses to questions completed.	March 15, 2024
(Anticipated and if necessary)	
Proposals Due	March 22, 2024
Staff Review and Recommendations	March 25 to 29, 2024
Recommendations to City Council	April 1 to 5, 2024 (Tentative) Pending: Legal Review and Agreement
Contract Agreement Approval Finalization Deadline	April 15, 2024
Transition Period	October 1, 2024
Start Services	January 1, 2025

27 Instructions to Bidders

- A. Please complete the enclosed forms and submit sealed proposals to:

**City of Temple,
240 Carrollton Street
Temple, GA 30179 - no later than 11:00 a.m. EST March
22, 2024.**

All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as: Proposal for Residential Solid Waste Collection and Disposal for the City of Temple.” Please provide (1) original and (5) copies of the proposal. Electronic or faxed submissions will not be accepted. Copies of proposals must be made emailed to:

Kristin Etheredge - ketheredge@templega.us

- B. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- C. The Contractor will provide rates in price per household per month for the completion of services for Residential Solid Waste Collection and Disposal for the City of Temple and the disposal of waste to approved Carroll County facilities or recycling processing facility costs; or approved City Disposal facilities. Please see the attached proposal form.
- D. **Any exceptions to the conditions or specifications required by this proposal shall be explicitly listed.**
- E. These are the minimum qualifications that a response must fulfill. However, **exceptions** to any conditions may be submitted as alternatives to the base proposal.
- F. The City reserves the right to reject any or all proposals.

28 Additional Information:

A. Subcontractors and Landfill Identification

(Contractor shall identify all Subcontractors and landfill facilities.)

List all Subcontractors, contact information and identify service(s) to be provided:

Landfill/ Transfer Station (List name, location, operator, permit holder, and permit number):

B. List the following information for three (3) recent Local Government contracts of this nature that you have completed or currently hold (to be completed by Contractor and all Subcontractors):

Contract:

Name, Address & Telephone of Contact:

Contract:

Name, Address & Telephone of Contact:

Contract:

Name, Address & Telephone of Contact:

C. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors):

- D. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City or its representatives in verification of the recitals comprising this statement of Contractor's qualifications.
- E. State the true, exact, correct, and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Legal Name of Contractor: _____

Type of Business (Corporation, Partnership, Individual): _____

State of Incorporation (if applicable): _____

Principal Address of Business: _____

Phone Number: _____

Names of Corporate Officers, Partners, or Individuals: _____

Authorized Signature: _____

Printed Name Above: _____

Title: _____

Date: _____

Attest (Signature): _____

Printed Name Above: _____

Title: _____

Date: _____

(Seal)

NON-COLLUSION AFFIDAVIT

State of Georgia City of

Temple

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

He/She/They is/are the _____ of _____, the
proposer that has submitted the attached proposal;

He/She/ They is/are fully informed respecting the preparation and contents of the attached
proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
Employees or parties of interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a
collusive or sham proposal in connections with the contract for which the attached proposal
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 Proposer, firm or person to fix the price or prices in the attached
proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal
price of any other Proposer or to secure through collusion, conspiracy, connivance or
unlawful agreement any advantage against the County of Carroll or any person interested
in the proposed contract; and

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

Signature _____ Title _____

State of Georgia

County of _____

Subscribed and sworn before me,

This _____ day of _____, _____

Notary Public

My commission expires: _____

AFFIDAVIT OF COMPLIANCE WITH GEORGIA. E-VERIFY STATUTES

State of Georgia City of
Temple

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf
of _____ (hereinafter "Contractor") after first being duly sworn
hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the Georgia General Statutes; and
2. Contractor understands that an "Employer," as defined in OCGA 13-10-91, is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with OCGA 13-10-91. The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of Georgia. (mark Yes or No)
 - a. YES _____
 - b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Carroll County.

This ____ day of _____, 202__.

Signature of Affiant

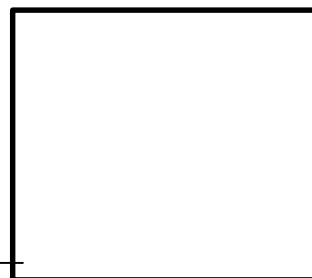
Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 202__.

My Commission Expires:



(Affix Official/Notarial Seal)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																		
	6 City, state, and ZIP code																																																			
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN)																																																				
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%; height: 20px;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%; height: 20px;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 5%; text-align: center;">-</td><td style="width: 25%;"></td></tr></table>			Social security number												-			-			-		or										Employer identification number												-			-			-	
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Part II Certification																																																				
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and3. I am a U.S. citizen or other U.S. person (defined below); and4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
Sign Here	Signature of U.S. person ▶	Date ▶																																																		
General Instructions																																																				
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none">• Form 1099-DIV (interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																																				