CITY OF BRUNSWICK, GEORGIA

REQUEST FOR PROPOSALS
October 2026

SOLID WASTE COLLECTION

Project ID: RFP 2027-02

Proposal Available: Thursday, October 8, 2026

Proposals Due: Wednesday, November 18, 2026

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SOLID WASTE COLLECTION RFP

1. Invitation to Service Providers

The City of Brunswick, Georgia (the City) will accept sealed technical and fee proposals for the solid waste collection described in the attached schedules until 5:00 p.m. EST on Wednesday, November 18, 2026. Service providers are invited to submit proposals that meet the requirements of this Request for Proposals (RFP).

A pre-proposal conference is scheduled for Tuesday, October 20, 2026, at 10:00 a.m. in the second-floor conference room at City Hall, 601 Gloucester Street, Brunswick, Georgia 31520. Service providers planning to submit a proposal are strongly encouraged to attend. Questions or requests for clarification regarding the specifications must be submitted by email to the Purchasing Agent, Raquel McCray at rmccray@cityofbrunswick-ga.gov .

The envelopes containing the proposal **must be sealed**, and addressed to:

City of Brunswick
601 Gloucester Street
Brunswick, Georgia 31520
Attention: Raquel McCray
Purchasing Agent

All proposals must be marked **"Proposal for Solid Waste RFP 2027-02"**. The envelope must bear on the outside the name and address of the Service provider. No proposal may be withdrawn or modified after closing for a period of 30 calendar days.

Proposals will be publicly opened Friday November 20, 2026, at 2:00 pm, at City Hall in the second-floor Conference room located at 601 Gloucester Street, Brunswick, Georgia 31520. Only the name(s) of those service providers responding will be mentioned. All service providers are invited to be present during the proposal opening.

Proposals must be valid for ninety (90) days following the opening date. If

the current service provider does not submit the winning proposal, then there will be an expectation that the current service provider will not hinder the newly selected service provider during the transition period.

The service providers' response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to the City, and the City may request additional information from proposers, including a presentation if deemed necessary to clarify elements of their bid proposals. The City also reserves the right to make independent investigations into the qualifications of each service provider, including existing customers, or site visits to existing operations.

The City anticipates making a single award; however, it reserves the right to make multiple awards should it deem it in the best interest of the City. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City.

~End of This Section~

2. Background:

The City of Brunswick, Georgia is located in the southeastern portion of Georgia in Glynn County, nestled along the Georgia coast. Brunswick has approximately 15,000 residents and its chief industry is tourism though it has a major involvement in manufacturing wood pulp and paper products as well as various chemicals derived from pine tree stumps. Brunswick is the second-largest urban area on the Georgia coast after Savannah and contains the Brunswick Old Town Historic District.

Brunswick is located on a harbor of the Atlantic Ocean approximately 40 mi (60 km) north of Florida and 80 mi (130 km) south of South Carolina, Brunswick is bordered on the west by Oglethorpe Bay, the East River, and the Turtle River. It is bordered on the south by the Brunswick River and on the east by the Atlantic Intracoastal Waterway in the Mackay River, which separates it from the Golden Isles.

Solid Waste Collection:

Currently Republic Services provides solid waste and recycling services for the City of Brunswick, below is the estimated number of monthly pickups that are made within Brunswick's city limits:

TYPE	Estimated TOTAL
Residential	(+/-) 6000 carts
Commercial Carts	(+/-) 400 carts
Yard Waste	(+/-) 4800 addresses
Illegal Dump Pickups	(+/-) 400 tons a month
Unscheduled Pickups	(+/-) 100 pick ups
Recycling	(+/-) 2400 carts

Currently the City of Brunswick bills all residential and commercial customers and the City pays the contractor on a monthly basis.

The successful proposer must offer the following optional services:

- Additional carts
- Weekly yard trash pickup
- Back Door Service for those subscribers that are medically certified as handicapped service at no charge.
- Subscription Recycling Collection program.

The Contractor must provide recyclable collection as a subscriber-paid option. At minimum, the Contractor must collect:

- Aluminum cans
- Clean steel/tin cans
- Plastic containers coded 1–7
- All grades of paper products, including but not limited to newspapers, junk mail, magazines and corrugated cardboard

Each subscribing household's recyclables must be collected curbside every two weeks on its regular garbage day. Recycling vehicles must be clearly identified and secured to prevent spills.

Recyclables must be stored separately in a Contractor-provided, industry-standard 95-gallon wheeled cart that differs in color from the garbage cart and is clearly labeled for recycling. Collected recyclables become the Contractor's property, and the Contractor is responsible for removal and disposal.

Before processing City recyclables, the Contractor must weigh and record them. Within ten (10) days after each month, the Contractor must submit a tonnage report by material type to the City's Contract Technical Representative. Weight tickets must be retained for five (5) years and made available for City inspection.

All recyclables must be processed at an approved facility in compliance with applicable federal, state, and local requirements.

The Contractor may not mix separated household recyclables with garbage without the City's prior written approval. The City may reasonably revise the designated recyclable materials.

The Contractor must not collect carts containing non-recyclables. If prohibited materials are present, the Contractor must leave the cart and provide instructions on accepted materials and proper preparation.

3. Instructions to Service Providers:

3.1 Intent

It is intended that the Instructions to Service Providers, General Conditions and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

3.2 Examination

The service provider is advised to examine all documents and current parameters of the services and become fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

3.3 Determination of Successful Service Provider

The contract will be awarded, if awarded, to the most responsive and responsible Service Provider according to the criteria provided for in Section D of this RFP.

3.4 Responsiveness

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

3.5 Proposal Form

Proposals shall be submitted on the Schedule Forms included herein. The Service Provider will submit an original and five (5)

copies of their technical proposal and an original and five (5) copies of their price proposal. All service providers should include a USB drive of both technical and price proposal.

3.6 Submission of Proposals

Proposals received after the scheduled bid opening time and date will remain unopened and **will not be considered.** Technical and Fee proposals are to be packaged and sealed separately. Proposals shall be clearly marked as **"Proposal for Solid Waste Collection RFP 2027-02**". Addressed as Follows:

City of Brunswick
601 Gloucester Street
Brunswick, Georgia 31520
Attention: Raquel McCray
Purchasing Agent

4. SECTION A – PROPOSAL SCHEDULE

ACTIVITY	TIME	DATE	WHO	DURATION
Advertise and distribute request for proposals	5:00 pm	Thursday October 8	City	Day 1
Pre-Proposal Conference (non-mandatory)	10:00 am	Tuesday October 20	City & Service Providers	Day 12
Deadline to Submit Written Questions (via e-mail)	5:00 pm	Monday October 26	Service Providers	Day 18

ACTIVITY	TIME	DATE	WHO	DURATION
Summary of questions and responses distributed	5:00 pm	Monday November 2	City	Day 25
Submission of Proposals	5:00 pm	Wednesday November 18	Service Providers	Day 40
Review of Proposals		Monday – Monday Nov. 23 – Dec. 4	City	Day 41 - 56
Submit recommendation to Mayor and Board of Commissioners	6:00 pm	Wednesday December 16	City	Day 68
Award Contract	TBD	TBD	Mayor & Board of Commissioners	TBD

5. SECTION B – TERMS AND DEFINITIONS

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Brunswick by any method of annexation.
- **Billing Month:** Means the calendar month.
- **Bulky waste:** Stoves, refrigerators, water tanks, washing machines, furniture, television sets, audio equipment and similar household appliances and (other waste materials other than construction debris, tires or hazardous waste) with weights or volumes greater than those allowed for containers or carts. Estimated area size of bulk waste would be 6x6x6.
- **Cart:** A receptacle not to exceed 95 gallons, with wheels and a light fitting lid, provided by service provider, designed for the purpose of curbside collection of refuse.
- **City:** The City of Brunswick, Georgia.

- **City Employee:** An employee of the City subject to its personnel policies.
- **Collection Schedule:** Refers to the defined days of collection authorized by the City.
- **Company:** Refers to a service provider that has been selected by the City to provide services required by this RFP.
- **Contract Administrator:** Refers to the City Manager or someone acting in their role.
- **Contract Area:** Refers to the area(s) of the City, including any Annexed areas within which services will be provided by the Service Provider, during the term of the contract and any extensions, if granted.
- **Contract Documents:** The Request for Proposals, Instruction to service providers, Definitions, Contractor's Proposal, the Contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the city and the Contractor.
- **Contract Coordinator:** Refers to a City employee(s) who observes the operation to ensure that such services are performed in compliance with the contract agreement and City Code.
- **Curbside:** Means that location immediately across the street from the residence.
- **Customer:** Refers to the recipient of collection services, specifically referring to the resident in the Contract Area.
- **Disposal Site:** A refuse depository including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **Effective Date:** Refers to the date that the contract between the City and the Company is in effect.
- **Evaluation Committee:** Refers to a committee as appointed by the City responsible for determining the best Service Provider for the Services described in this RFP.
- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.

- **Fee:** A dollar amount inclusive of all Service Provider's costs (overhead insurance, labor, equipment, advertisements, etc.) general and accounting and profit charged for a specific service(s).
- **Hazardous waste:** Means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead based paints, infections or infected wastes radioactive materials, and petroleum based products, offal, fecal matter, explosives, flammable substances, and any waste, substance or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a toxic substance," or similar designation under any federal, state or local environmental law.
- **HDPE:** High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka No. 2 plastics).
- **Holidays:** Means holidays observed shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (Observed).
- **Illegal Dump:** Means dumping waste in a manner inconsistent with local laws, regulations or ordinances or by means other than those authorized by local ordinances, officials or by placing waste in unauthorized rights of way operated by the City such as streets, alleys, street medians or any property designated for public use, or other areas inconsistent with applicable rules for waste disposal.
- **Landfill:** Means a disposal site for disposing of municipal solid waste.
- **LDPE:** Means low density polyethylene, a type of plastic resin (aka No. 4 plastics)
- **Missed Collection:** Refers to a properly prepared Refuse, Recyclable, Yard Waste and/or Bulk item not picked up on the scheduled collection day.
- **Mixed paper:** Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This **does not include** tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.

- **Multi-Family Unit:** Individual residential units in a multi-family structure (i.e. apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection is using dumpsters or carts.
- **NTE:** Not to Exceed
- **PET:** Polyethylene Terephthalate, clear plastic used in some household cleaning product bottles as well as soda, water, and sports drink bottles (aka No. 1 plastics)
- **Plastic:** Includes HDPE, LDPE and PET containers as well as other plastic products as defined herein and included in "Recyclables."
- **PP:** Polypropylene, a type of plastic resin (aka No, 5 plastic).
- **Principal:** Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.
- **Producer:** An occupant of a Resident Unit or Commercial and Industrial Unit who generates refuse.
- **Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees.
- **PS:** Means polystyrene a type of plastic, resin (aka No. 6 plastics)
- **PVC:** Means polyvinyl chloride, a type of plastic resin (aka No. 3 Plastics)
- **Recyclables:** Means materials designated by the City to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. For the purpose of this Agreement Recyclables include but are not limited to: (newsprint, aluminum cans, steel cans, telephone books, magazines, catalogs, mixed paper corrugated cardboard [without plastic coating], chipboard, #1-7 plastic bottles [PET, HDPC, PVC, LDPE, PP, PS, and all other materials that can be processed and recycled]). Recyclables do not include hazardous waste or items contaminated with food waste.
- **Recycling:** Means any process by which materials which otherwise would become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.

- **Recycling Container:** A Contractor provided container suitable for on-site collection of recyclables. The container **must** be distinguishable from the garbage cart by color, size, and/ or general makeup.
- **Recycling Services:** Means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **Refuse:** Refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia Law, Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental or institutional establishments or units as the case may be, unless the context otherwise requires.
- **Request for Proposal:** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the instructions set forth herein.
- **Residential Unit:** A free-standing structure constructed for use as a residence or a residential unit within a multi-family structure for which refuse collection using carts is deemed appropriate.
- **Roll-Off Containers:** To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cubic yards either open top or enclosed compactor type.
- **Service Provider:** Any corporation, partnership, individual, sole proprietorship, Joint Stock Company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP.
- **Single Stream Collection:** Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material.
- **Solid Waste:** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel/tin cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, and other

Solid Waste excluding yard waste. Solid waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Contractors, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

- **Staff:** Refers to all employees of the Company who performs services for the City.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the City.
- **Term:** The term of the Service Provider's performance of Services pursuant to this Agreement ("Term") shall commence on April 4, 2027 and shall continue through April 5, 2030. Thereafter, unless either party terminates the agreement by advance notice, not more than sixty and not less than thirty days prior to the commencement of the next renewal term. The renewal term shall consist of two (2), one (1) year automatic renewal unless a majority of the City's Board of Commissioners votes to terminate the contract. Renewal Term commencing on April 5, 2031. Thereafter, unless either party terminates the agreement by advance notice not more than sixty and not less than thirty days prior to the commencement of the next renewal term the term shall be extended commencing on April 5, 2032.
- **Yard waste:** Refers to grass, weeds, leaves, trees and shrubbery pruning, and other similar materials generated in the maintenance of lawns and gardens which are separated from other Solid Waste. Yard waste piles shall not exceed the size of a 6x6x6 area.

6. SECTION C – INTRODUCTION

6.1 General:

The City is advertising for qualified service providers to provide solid waste collection and recycling services for the City of Brunswick, Georgia.

6.2 Purpose:

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

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

6.3 Term of Contract:

In accordance with Georgia Code 36-60-13, the initial term of any contract awarded as a result of this RFP will be Three (3) years from the contract start date. There will be annual renewals thereafter for an additional two years renewed automatically unless a majority of the City's Board of Commissioners votes to terminate the contract in a duly noticed meeting of the Council in accordance with the agreement of this contract. The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Board of Commissioners to renew the contract.

6.4 Use of Subcontractors:

It is understood that the primary service provider responding to this request for proposal may not have the capability to undertake all the tasks outlined in this RFP. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City. If one or more sub-contractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any sub-contractor. No subcontractor under any circumstances will relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor including all federal, state and local regulations and ordinances.

6.5 Addenda to RFP:

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

The addenda will be posted on the city website and emailed to pre-proposal conference attendees. The service provider must acknowledge receipt of each addendum, if any, in the cover letter submitted with its proposal.

6.6 Selection of Successful Service Provider:

The evaluation criteria describe the procedures for evaluating proposals submitted to the City. The City will select the service provider that best serves the interests of the Board of Commissioners and the residents of the City of Brunswick. The Board of Commissioners reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

6.7 Cost of RFP Preparation and Negotiation:

Service Providers participating in this procurement process and subsequent negotiations will prepare the proposal and any subsequent

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

6.8 Disclaimer:

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

7. SECTION D – SCOPE OF SERVICES

7.1 Service Requirements

The contactor will collect all properly prepared garbage, yard waste and bulk pickups from each residence eligible for collection services on the designated collection day. Recycling will be based on subscription services.

Solid Waste and Recycling Collection will typically occur at the curb; however, the service provider will provide backdoor collection services at no additional cost for those customers that can provide documentation from their health care provider that prevents them from placing the cart in the designated area.

The contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence; they will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7:00 a.m. and 7:00 p.m. Contractors MUST adhere to the designated collection times and must be completed in a sanitary manner. The contractor's employees will immediately pick up trash, recyclables or yard trimmings spilled by the

contractor. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the contractor shall be so contained, tied, covered or enclosed such that leaking, spilling, or blowing are prevented.

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

7.2 Suspension of Curbside Collection

Curbside collection service may be suspended due to extreme weather or declared emergencies issued by either federal, state or local agencies with proper authority such as GEMA (Georgia Emergency Management Agency). The contractor will stop all work when so directed by the City during severe weather. The contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, the contractor will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined with proper notice to the customers. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. The City must approve any schedule changes in advance, and the contractor must submit any proposed changes in writing thirty (30) days in advance so that proper approval can be granted. The following is a list of anticipated holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

7.3 Collection Equipment

The contractor will keep all equipment in safe operating condition and in proper repair in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side.

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

- The address where the leak/spill occurred. (Area ID number is acceptable if GPS tracking is used.)
- Time and date that the spill occurred.
- Type of spill/leak.
- Detailed description of what caused the leak/spill.

When in the opinion of the contractor, the damaged area is cleaned; the contractor will contact the Contract Coordinator who will be responsible for approving that the cleanup was satisfactory and acceptable.

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

The contractor will promptly repair any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge or highway to a condition at least equal to that which existed immediately prior to damage infliction, this includes damage or depressions created in the right of way or private

yards due to yard waste removal. Repairs by contractor should be completed within one week of notification.

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

7.4 Missed Collections and Complaint Handling

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

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

The contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The contractor will provide prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff in Glynn County, Georgia, that can receive record, report and handle complaints. Such staff will

be available during regular business hours, Monday through Friday, and the contractor must provide message service during weekends, holidays, and after hours. The contractor will ensure that its employees always serve the public in a professional courteous manner even when handling customer complaints.

The contractor is expected to maintain a log of every complaint lodged against them and report them to the City weekly. A monthly report should be submitted to the City that must contain details of the complaint lodged to include, time, day, date and nature of the complaint as well as the resolution or plans on how to resolve the issue. The monthly report should be received within ten (10) days of the end of the month. It is the expectation of the City that 98% of all complaints be satisfactorily handled within 24 hours of receiving the complaint.

7.5 Payment to Contractor

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the agreement resulting from this proposal.

7.6 Public Education

The contractor will provide public education materials (English & Spanish) about recycling, household refuse, yard trimmings and bulky waste collection. The first-year public educational material shall be distributed via USPS mailings or door to door method, on a quarterly basis. After the first year the contractor is required to distribute public educational material on a semi-annual basis via USPS mailings or door to door method. The educational materials will include but not be limited to detail of acceptable recyclable materials, collection schedules, yard trimming specifications, locations for collections and all other information deemed pertinent to the proper collection and disposal of household and yard refuse as well as recyclables.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the service provider and other appropriate parties including, websites, social media & electronic media, which will be updated on a quarterly basis, after reviewed by the City. The public education program will include information on recycling and waste reduction

programs and goals. To ensure message consistency, all materials must be pre-approved by the City as well as any revisions to pre-approved materials. The contractor will be solely responsible for coordinating, producing, and disseminating the information regarding the service by U.S.P.S. and all costs shall be the responsibility of the contractor.

7.7 Personnel

The contractor will assign a qualified manager or managers to oversee its operations within the City and will provide the name, address and telephone numbers of such person(s) to the City. The person(s) in charge of the contractor's operations with the City cannot be changed without the written approval of the City's Contract Coordinator whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

7.8 Work Statement

All debris collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The service provider will perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of hazardous waste is not included in this service.

7.8.1 Reporting

Before disposal, all solid waste collected from waste generators in the City will be weighed and recorded. The contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within twenty days of the end of the month for which the data was collected. The contractor will maintain for a period of five (5) years, report tonnage by solid waste, recycling, yard waste and bulk pickups, copies of weight tickets which are to be made available for City inspection.

The contractor will be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. Failure to submit

reports within the mandated timeframe will result in a fine of fifty dollars ($50.00) for each report not submitted.

7.8.1.1 Ad Hoc Reports

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

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

7.8.1.2 Monthly Reports

Monthly reports must be submitted to the City by the twentieth (20th) day of the month following the end of the previous month for which the data was collected and shall include the following information:

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

7.8.1.3 Annual Report

The obligation to submit an annual report shall survive the termination or expiration of the contract. The City may withhold payment of

balances due the service provider at the end of the contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the contract and shall include a compilation of the monthly reports for the associated year, and a detailed audit of all active pickups for the year.

7.9 Carts

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

7.9.1 Request for Change of Service

After selecting a level of service, the City and contractor will grant each customer the opportunity to change their level of service, once per year, free of charge. If a customer elects to change their service, the contractor will provide a replacement container to the household within five (5) working days of receiving notice. Any additional changes requested by the customer within the one (1) year period will be made at the customer's expense. The change in the level of service is to be effective at the start of the next billing cycle provided the contractor has been given seven to 10 business days' notice of the customer's intent to change the level of service. The contractor will propose a service fee for changing the level of garbage collection service in its proposed fee schedule.

7.10 Backdoor Services

This task is an optional service that may be chosen by physically disabled residential subscribers. The contractor will provide backdoor garbage and recycling pickup for those handicapped.

Backdoor service will be provided for medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City. The resident will allow pathway to said cart to be unobstructed. If not, notification to the contract coordinator must be submitted.

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

7.11 TASK 001 Garbage Collection

The contractor will be required to pick up on a weekly basis, all garbage and household trash generated at the eligible household, provided same is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the City's solid waste plan and recycling program. The contractor will be free to establish routes to achieve the maximum efficiency of operation. The contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and the customers in writing, ten days prior to the effective date.

7.12 TASK 002 Collection of Recyclables

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

- Aluminum cans
- Clean tin cans
- Plastic bottles and containers Coded 1-5

- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard

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

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

The contractor will provide containers that must be clearly labeled to receive single stream recyclables. Containers must be maintained in good working conditions and must be covered to prevent windblown litter and access by birds or animals. If needed, labeling should be replaced or repainted to maintain legibility. The contractor will have on hand a supply of cans within 1% of an adequate amount of recycling containers for all of the properties owned or controlled by the City.

7.12.1 Reporting

Before processing the recycling, materials collected within the City, the contractor will weigh and record the amount of recyclables collected. The contractor will provide the City with a monthly tonnage report as well as the number of participating households where recycling was collected no less than 50% of the scheduled pickups. The report shall be given to the City's designated Contract Coordinator within twenty (20) days of the month end for which the data was collected. The contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

7.12.2 Processing Facilities

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

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

The contractor will not collect non-recyclable materials if they are placed into the 95-gallon recycling cart provided for recycling. If non-recyclable materials are placed in the container, the contractor will leave the materials in the container along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials. The cost of education material is the responsibility of the contractor.

7.13 TASK 003 Collection of Yard Trimmings

The contractor will be required to pick up all garden and yard trimmings generated at the customer's household from the curb, provided the materials are set out based on the City's Solid Waste Management Ordinance. The contractor will collect trimmings from each eligible household at a minimum on a weekly basis. The contactor is **required** to provide the city methodology to reduce yard trimming contamination. The contractor will be free to establish routes to achieve the maximum efficiency of operation. The contractor will notify the public of the collection schedule at the time service is established. Yard trimmings shall be kept separate from garbage and recyclables by residential generators. All vehicles used for collection of yard trimmings will be either covered or secured to prevent trimmings from being scattered or spilled.

All yard trimmings collected must be managed according to state approved standards, and the contractor shall be pre-approved by the contract designated representative throughout the duration of the

contract and any extensions. Yard trimmings should be made available for reuse by delivery to a composting or mulching facility. The service provider shall collect all yard waste such as tree limbs not larger than four (4) inches in diameter or longer than five (5) feet in length. The limbs must be stacked in piles not to exceed six (6) feet in height, six (6) feet in width and eight (6) feet in depth. Tree trunks larger than four (4) inches in diameter will not be collected.

In the event of yard waste set-out at a unit in the contract area does not meet the specifications above; the service provider will leave a clearly explanatory printed or written notice for the customer and notify the City on daily report. The city request flagging stakes to be used for yard trash notices to affix notice at location.

The service provider shall collect all properly prepared "natural" Christmas trees for collection by January 15th of each contract year for proper disposal.

7.13.1 Reporting

Before processing the yard trimming materials collected from within the City, the contractor will weigh and record the amount of materials collected. The contractor will provide the City with a monthly tonnage report of yard trimmings. The report shall be given to the City's designated contract representative within twenty (20) days of the month end for which the data was collected. The contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection. Failure to provide documentation within the mandated time frame will result in the contractor being assessed a fee of twenty-five ($25.00) dollars per occurrence.

7.14 TASK 004 Bulky Waste

The contractor must make available curbside collection of bulky waste on an as-called basis from the Contract Coordinator. Each customer shall be eligible to receive one (1) pickup of bulky items bi-weekly which is a part of the contract cost. If a customer requires additional pickups shall be billed by the provider. Bulk Piles that are sent over as Bulk Piles and are unacceptable for pick up must be notified to the Contract Coordinator. All Bulk Piles must not exceed the size of 6x6x6.

7.15 TASK 005 Drop Off Centers (Optional)

The successful contractor will establish a central location for the use by subscribed commercial customers who wish to drop off recyclables and remain in compliance with all City Planning & Zoning ordinances when establishing these centers, located within 5 miles of the city.

7.16 TASK 006 Special Solid Waste Collection Projects

The City wishes to sponsor community cleanup events as well as City sponsored events. The contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Stewbilee
- First Friday Events
- Annual Street Swept Clean up
- Old Fashioned Fourth of July Event
- 2 Floating Events

-End of This Section-

8 Section E – Fee Schedule

Indicate the fee for service to be charged per household per month for each service listed below.

Base Contract 3 Years

Task	Service
1	Residential MSW, Yard Waste (Weekly & Bi-Weekly) & Bulk incl Backdoor svc
1a	Residential Additional Cart
1b	Extra Pick up
1c	Cart with RFID Technology
2	Commercial MSW, Yard Waste
2a	Commercial Additional Cart
3	Recycle Cart- Residential
3a	Residential recycling collection by resident subscription from provider (no involvement from the City)
4	Recycle Cart- Commercial
4a	Commercial recycling collection by commercial subscription from provider (no involvement from the city)
5	Dumpster
6	Roll Off Containers
7	Special Events Per Can include delivery and Removal
8	Illegal Dump Pick ups

Any charges or surcharges assessed as a result of fuel costs should be negotiated on at least an annual basis to accurately reflect costs associated with fluctuating prices.

9 SECTION F – Technical and Fee Proposal Requirements

9.1 Introduction

The following section will introduce all potential contractors to the specific requirements necessary to provide satisfactory solid waste collection and recycling services to the City of Brunswick, Georgia.

9.1.1 Overview

The service provider will provide detailed information to demonstrate its understanding of the services requested.

9.1.2 Documents

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

9.1.3 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the service provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the service provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the service provider's understanding of the project, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.

9.1.4 Executive Summary

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

9.1.5 Submission

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

9.2 Personnel Experience

9.2.1 Company Principles

Provide a biographic overview of the company's key principles.

9.2.2 Staff

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

9.2.3 Resumes

The service provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and corporate. Each resume shall include at a minimum:

- Position/title
- Tenure with the service provider
- Education
- Overall experience
- Other related information pertaining to the work to be performed

9.3 Approach

9.3.1 Project Methodology

The service provider shall provide in this section of the proposal a description of the method(s) that will be used for all areas of Section D. All program services must be described.

9.3.1.1 Transition

The service provider shall provide a plan for the seamless transition of services from either the previous service provider. This plan should include the delivery of collection carts or bins, the distribution of education materials to residents and/or businesses to be served, new collection schedules and services to be provided. The transition plan should be received by the City within thirty (30) days of notice of contract award.

9.3.1.2 Collection Schedule

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

9.3.1.3 Equipment

In this section the service provider will provide the City with a comprehensive list of all equipment proposed to be used during this contract to inform the City of the number of trucks, trailers, tractors etc., the contractor intends to use along with vehicle tare weights and disposal site permit numbers that shall be used in fulfilling the contract. The equipment shall be capable of meeting collection schedule provided. The city will require that all drivers and equipment will meet current department of transportation guidelines and federal regulations.

9.3.2 Management of Collected Materials

The service provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s).

9.3.2.1 Solid Waste

The service provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the City. The list will include the disposal facility's

permit number, current address, and contact person and telephone number for each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use demonstrating five years of disposal capacity for waste generated from the City.

Reduction of solid waste output represents a high priority of the City. Successful proposals will indicate innovative ways the service provider will work with residents to reduce waste output.

9.3.2.2 Recyclables

The service provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contact person, and telephone number for each facility listed. In addition, the service provider must submit documentation about the facilities it proposes to use, demonstrating five years of processing capacity for recyclables generated from the City. The service provider should also provide documentation of any disposal violations within the last five years attributed to each disposal facility they intend to use.

The City sees recycling as an important method towards reducing overall waste output. Successful proposals will indicate innovative methods of increasing the amount of recyclable materials collected from residents in the City. Proposals for increasing the types of materials collected and processed by the service provider and its partners will be reviewed with interest.

9.3.2.3 Yard Trimmings

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

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

9.3.2.4 Bulky Waste

The service provider shall offer one (1) monthly pickup of bulky waste to each residential subscriber at no cost to the customer. Pile sizes will not exceed 6x6x6 in area. The customer must call and schedule a date for pickup prior to discarding bulky items. Any additional pickups of bulky waste (beyond the once-a-month agreement) will require that the customer be assessed and charged a fee to be collected by the city for the service(s) rendered. This information will also need to be documented in educational brochures. Bulk piles not acceptable will be referred back to the city.

9.3.2.5 Illegal Piles

Illegal Piles that do not qualify as Bulk Pickups or placed on Public grounds shall be picked up by the provider upon notice from the City. As with Bulk Pickups, the contractor will not be required to pick up Hazardous materials, tires, construction debris or chemicals.

9.3.3 Public Education

The service provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy of the public education materials the contractor intends to distribute to subscribing households and identify a plan for development and distribution of such educational materials on an ongoing basis. The materials proposed must be available in both English and Spanish with full details in both languages. The service provider will also define the intentions of the program and indicate a philosophy of educational outreach. The materials shall cover such topics as collection schedules, definitions of recyclable materials, acceptable yard trimming material, holiday schedules and contact information including name, address, and telephone number of the point of contact for waste collection information. The contractor will be responsible for mailings materials quarterly for the first year, and semiannually until the end of the contract. The contractor will also provide updates on social media, website, or electronic mail. All material to be approved by the city, prior to distribution.

9.4 Company Experience

9.4.1 Experience

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

9.4.2 Capabilities

The service provider will provide in this section of the proposal with a description of the firm's capabilities, any limitations relating to facilities, staff, ongoing projects or contracts shall be identified and explained. The service provider should be able to adequately showcase their ability to meet all the standards outlined in this RFP.

9.4.3 Customer Service

Describe the following items in your proposal:

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

9.4.4 References

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

9.5 Company Organization

9.5.1 Primary Business

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

9.5.2 Records Management

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

9.5.3 Company History

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

9.6 Fee Proposal

9.6.1 Reasonableness

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The respondents whose technical scores rank among the top three proposals will have their Fee Proposals opened and scored. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the Technical Proposal.

9.6.2 Best Value

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

9.7 Proposal Evaluation Factors

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

9.7.1 Evaluation Method

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

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

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

9.7.2 Oral Presentations

The City may request that companies interested in submitting a proposal in response to this RFP make an oral presentation and/or be interviewed. Presentations may be conducted prior to proposal submission or after proposals have been evaluated or both depending upon the desires of the City, the quality of proposals received and the recommendation of the evaluation committee.

9.7.3 Negotiations

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

9.7.4 Contract Formation

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

-End of This Section-

10 SECTION G – General Conditions

10.1 Contract Administration

The Contract Administrator for this Request for Proposals (RFP) is the City Manager, of the City of Brunswick, Georgia. The Contract Administrator will act as the City's representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator will be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at 601 Gloucester Street, Brunswick, Georgia 31520.

10.2 Contract Coordinator

The Contract Coordinator will be a representative of the Public Works Department. The representative shall provide the successful service provider direction and monitor the results within the limits of the contract's terms and conditions. The representative will evaluate the quality and acceptability of services performed. The representative will judge the accuracy of quantities submitted by the successful service provider in payment requests and the acceptability of the services which these quantities represent. The representative will be the point of contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any technical questions that arise subsequent to the contract award are to be addressed to the Contract Coordinator at 525 Lakewood Ave. Brunswick, Georgia 31520 or 912-267-3703.

10.3 Notice of Award of Contract

As soon as possible, and within 30 days after receipt of proposals, the City will notify the successful service provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful service provider. If an Award of Contract has not been made within 90 days of the proposal opening date or within the extension mutually agreed upon, the service provider may withdraw its proposal without further liability on the part of either party.

10.4 Execution of Contract Documents

a. Within fifteen (15) days after successful contract negotiations and Board of Commissioner's approval, the City will furnish the successful service provider with the confirmed copies of the Contract Documents for execution.
b. Within fifteen (15) days after receipt of the Contract Documents, the successful service provider will return all the documents properly executed. Attached to each document will be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.
c. Within seven (7) days after receipt of the Contract Documents, executed by the successful service provider, certificates of insurance, and license(s), the City will complete the execution of the documents. Distribution of the completed documents will be made upon completion.
d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

10.5 Insurance

10.5.1 Liability

The contractor will maintain such insurance as will protect said company from claims under workmen's compensation acts and from any other claims for damages to property and personal injury, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance **MUST** be filed with the City.

The limits of insurance are as follows:

Comprehensive General Liability – The successful service provider will always exercise proper precaution for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- $500,000.00 – Bodily injury, including death, each occurrence
- $250,000.00 – Property damage, each occurrence
- $500,000.00 - Property damage in the aggregate

Automobile liability – A policy covering injury and property damage of $1,000,000.00, Umbrella policy, and $1,000,000.00 are required.

Liability insurance will be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

10.5.2 Certificates of Insurance

Certificates acceptable to the City shall be attached to the signed contract documents when those documents are transmitted to the City for execution. Any changes to the insurance, The City should receive notification and evidence of reinstatement within thirty (30) days.

10.6 Quantities

None of the various City departments, agencies or employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, because of this RFP.

10.7 Indemnification

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

10.8 Notice to Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and the successful service provider. If the Notice to Proceed has not been issued within ten (10) days or within the period mutually agreed upon, the successful service provider may terminate the Contract Agreement without further liability on the part of either party.

10.9 Liquidated Damages

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

a. The service provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City.
b. Liquidated damages in the amount of five thousand dollars ($5,000.00) for the first occurrence of improperly disposed of material.
c. For each subsequent occurrence at any non-designated location, during the contract term, one thousand dollars ($1,000.00) will be added to the previous amount paid (second occurrence will equal six thousand ($6,000.00), third occurrence would equal seven thousand ($7,000.00), etc.
d. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages.
e. Failure by the service provider to physically remove the improperly disposed of materials within four (4) hours of notification by the City will be considered an additional occurrence and shall be treated accordingly

Missed collections may be considered a default condition, and accordingly the service provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

a. The service provider will have twenty-four (24) hours to pick up the missed collection.
b. If the service provider fails to meet the twenty-four (24) hour period, liquidated damages will be assessed in the amount of twenty-five dollars ($25.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period and
c. Starting with the eleventh (11) missed collection in any thirty (30) day period, liquidated damages, will be assessed in the amount of fifty dollars ($50.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above-mentioned failures, including but not limited to the cost of internal staff hours or amounts paid to third parties because of such problem or delay.

10.10 Suspension or Termination of Services

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

a. The City electing, in writing, not to exercise any of the one-year extension periods.
b. Failure of the service provider to perform based on the service provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful service provider. The successful service provider shall be liable for any losses occurring because of not abiding by the terms of the agreement.

c. Either party shall have the right to voluntarily terminate this agreement at any time upon sixty (60) days written advance notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
d. Any termination of the successful service provider's services shall not affect any right of the City against the successful provider than existing, or which may thereafter occur. Any retention of payment by the City due to the successful service provider will not release the successful service provider from compliance with the contract documents.

10.11 Transition Services Upon Termination

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

a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services.
b. Notifying all affected service providers and sub-contractors of the service provider.

10.12 Assignments

The successful service provider will not add to the whole or any part of this contract or any monies due or to become due here under without written consent of the City. In case the successful service provider assigns all or any part of any monies due to become due under this contract the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful service provider shall be subject to prior lien of all persons, firms, and

corporations for services rendered or materials supplied for the performance of the services required under this contract.

10.13 Laws and Regulations

The successful service provider's attention is directed to the act that all applicable Federal, State, and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful service provider shall keep fully informed of all laws, ordinances, and regulations of the Federal, State, and Local governments or authorities in any manner affecting those engaged or employed in providing these services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these contract documents or in the specifications herein referred to in relation to any such law, ordinance, regulation, order or decree, the service provider shall herewith report the same in writing to the City.

The service provider shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation order or decree, or whether by the service provider or by his/her employees. Licenses of a temporary nature necessary for the provision of the services shall be secured and paid for by the successful service provider.

10.14 Force Majeure

The service provider shall not be liable for any failure or delay in the performance of its obligations pursuant to this agreement and such failure or delay shall not be deemed a default of this agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means , and (ii) if and to the extent such failure or delay is caused directly or indirectly by fire, flood earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (A Force Majeure Event) the service provider shall be excused from any further performance of those of its obligations pursuant to this agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the service provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible, without delay.

Upon the occurrence of a Force Majeure Event, the contractor will immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence) and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the contractor from performing its obligations for more than five (5) days, the City may terminate this agreement.

Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.

10.15 Notice and Service Thereof

a. All notices, demands, requests, instructions, approvals, and claims shall be in writing.
b. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor specified in this proposal (or at such other office as the contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed postage-prepaid envelope, or delivered, with charges prepaid addressed to such office.
c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the contractor, be delivered to the Contract Administrator. Any notice to or demand upon the city will be sufficiently given if delivered to the office of the Contract Administrator, or if deposited in the United States Mail in a sealed, postage prepaid envelope, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the contractor for such purposes.

10.16 Schedule, Reports, and Records

The contractor will submit to the City schedules, reports, estimates, records and other data as the City may request concerning services performed or to be performed.

10.17 Changes in the Contract

10.17.1 Changes in Service

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

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

10.17.2 Changes in Fee

The Fee shall be changed only by a mutual agreement by the contractor and the City transmitted as a Contract Amendment. The contractor shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered.

10.17.3 Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described throughout this RFP and any other

claim made by the contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

10.18 Payments and Completion

10.18.1 Application for Payments

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

City of Brunswick
Accounts Payable
P.O. Box 550
Brunswick, Georgia 31520

10.18.2 Certificate for Payments

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

10.18.3 Failure of Payment

If the Finance Department should fail to pay the contractor within thirty (30) days after receipt of an authenticated application for payment, the contractor shall receive interest on the balance due with the interest being 1% per month not to exceed three months (3%). The City reserves the right to reject the Technical Representative's certification of any request for payment by the contractor without the accrual of interest.

10.18.4 Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, and Chapter 11 of the Official Code of Georgia Annotated are superseded by the terms and conditions of this agreement.

10.19 Contractor's Claim

No claim for additional or other compensation beyond the fees shall be allowed unless the contractor makes and continuously maintains written demand therefore within thirty (30) days of any event which gives rise to such claim.

10.20 Contract Agreement Jurisdiction

The contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this agreement shall be brought in any court in the City of Brunswick, Glynn County, GA. Contractor designates the Secretary of the State of Georgia as its agent for service of process provided no such agent located in Georgia is on file with the said Secretary Contractor, by the execution and delivery of this agreement, expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

10.21 Permits and Regulations

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

10.22 Business License

All contractors and subcontractors shall have a current Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the City and will have a valid license to operate in the City of Brunswick.

10.23 Responsibilities of the Contractor

10.23.1 Subcontractors, Manufacturers and Suppliers

The contractor will be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees. This includes the responsibility for conducting operations in such a manner as to cause the minimum damage possible to existing private property and improvements, and to the public and private infrastructure.

10.23.2 Contractor's Employees

The contractor will be responsible for the adequacy, efficiency and sufficiency of his/her employees. Workers shall have sufficient knowledge, skill, training, and experience to perform properly the work assigned to them. Maintain proper levels of staffing to efficiently execute services as described in this RFP. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of people directly or indirectly employed by them, as the contractor is for the acts and omissions of people employed by it.

10.23.3 Payment for Labor and Materials

The contractor will pay and require his/her subcontractors to pay all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The contractor also shall pay and cause his subcontractors to pay all accounts for services, equipment and materials used by him/her and his/her subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the City, the contractor will provide proof of payment of such accounts to the City.

10.23.4 Attention to Work

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

10.23.5 Employee Safety

The contractor alone shall be responsible for the safety of its employees and its subcontractor's employees. The contractor shall perform the

services in a manner which meets the City's responsibility under statutory and common law for the provision of a safe place to work.

10.23.6 Public Safety and Convenience

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

10.23.7 Cooperation in Disasters

The contractor will acknowledge the presence of the other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

10.23.8 Disposal Facilities

Subsequent to the original approval of disposal facilities by the City and additional solid waste disposal facilities anticipated to be used by the contractor will require prior written approval of the City.

10.24 Compliance with Laws

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

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

-End of This Section-

11. SECTION H – Representation

11.1 Non-Discrimination

a. The contractor agrees that it has adopted and will maintain and enforce a policy of non-discrimination based on race, color, religion, sex, sexual orientation, age, national origin, or disability.
b. The contractor agrees that it will inform the City of any alleged violation(s) of employment practices involving any employee(s) who work on the project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other Federal or State compliance agency. The contractor will also inform the City of the final disposition of such cases.

11.2 Drug-Free Workplace

The City is a drug-free workplace employer, and any contractor or subcontractor shall comply with this policy with no exceptions. The City Board of Commissioners has adopted a policy requiring City service providers to provide a drug-free workplace in the performance of any City contract. The contractor hereby certifies that it has, or it will within thirty (30) days after execution of the contract complete the following:

a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition.
b. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.
c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (i) notify the company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

d. Impose a sanction on or requiring satisfactory participation in a drug counseling rehabilitation or abuse program by, and employee convicted of a drug crime.
e. Make a good faith effort to continue to maintain a drug-free workplace for employees, and any employees affiliated with the service provider.
f. Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.
g. Complete the attached Drug-Free Workplace Certification and submit it as a part of the proposal packet.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the contract shall be grounds for suspension, termination or debarment.

-End of This Section-

ATTACHMENTS

Failure to return the following forms as part of your proposal document may result in rejection of proposal.

1. W-9 Form



W-9.pdf

2. Client References



Client References.pdf

3. Oath



Oath.pdf

4. Representation Affidavit



Representation Affidavit.pdf

5. Contractor Affidavit



Georgia Security and Immigration Co

6. Sub-Contractor Affidavit



Georgia Security and Immigration Co

7. Drug Free Workplace



Drug Free Workplace.pdf

8. Legal and Character Qualification



Legal And Character Qualificati

9. State of Insurance Coverage



Statement of Insurance Coverage.