

TOWN OF TYRONE
950 Senoia Road
Tyrone, Georgia 30290
Attn: Brandon Perkins, Town Manager
Email: brandon.perkins@tyronega.gov

**SUBJECT: RFP # TH-2026-02 Request for Proposals for Residential Curbside
Solid Waste Collection and Recycling Services**

DATE OF RFP RELEASE: August 25, 2026

Section 1 – Invitation to Propose

The Town of Tyrone, Georgia ("Town") is soliciting sealed proposals from qualified firms to provide residential curbside solid waste collection and recycling services for residential properties located within the municipal limits of the Town.

The successful proposer shall furnish all labor, supervision, vehicles, equipment, containers, customer service, billing, disposal, recycling collection, and all other resources necessary to provide dependable residential curbside solid waste collection and recycling services in accordance with the requirements contained in this Request for Proposals ("RFP").

The Town currently provides an exclusive residential collection franchise in which individual residents establish service directly with the contractor. The contractor is responsible for customer billing and customer service.

The Town desires to enter into an agreement with a qualified contractor that has demonstrated experience providing municipal residential collection services, maintains excellent customer service standards, utilizes modern operational practices, and possesses the financial and operational capacity necessary to provide reliable long-term service.

Nothing contained within this Request for Proposals shall obligate the Town to award a contract or pay any costs incurred by a proposer in the preparation or submission of a proposal.

The Town reserves the right to reject any or all proposals, waive technical irregularities, request clarification of any proposal, negotiate with one or more proposers, and award the contract determined to be in the best interest of the Town.

Section 2 – Procurement Schedule

<u>Event</u>	<u>Date</u>
RFP Issued	August 25, 2026
Mandatory Pre-Proposal Conference	September 4, 2026 @ 1:00 P.M. (Town Hall)
Deadline for Written Questions	September 11, 2026 @ 5:00 P.M.
Responses/Addenda Issued	September 18, 2026 @ 10:00 A.M.
Proposal Due Date	October 7, 2026 @ 10:00 A.M.
Proposal Evaluation	October 9, 2026 @ 3:00 P.M.
Council Award	November 19, 2026 (Tentative)
Service Commencement	January 1, 2027

Section 3 – Instructions to Proposers

3.1 Purpose

The purpose of this Request for Proposals is to obtain competitive proposals from qualified firms capable of providing comprehensive residential curbside solid waste collection and recycling services for the Town of Tyrone. The Town seeks a contractor capable of delivering dependable, cost-effective, and responsive service while maintaining a high level of customer satisfaction.

3.2 Contract Term

The initial contract shall be for a period of three (3) years commencing January 1, 2027, and ending December 31, 2029. At the sole option of the Town, the Agreement may be renewed for one (1) additional three-year term. The Town shall notify the Contractor of its intent to renew at least 120 days before expiration. The Contractor shall notify the Town of its intent not to renew at least 120 days before expiration.

3.3 Procurement Contact

All communications concerning this procurement shall be directed exclusively to the Town Manager. Unauthorized contact with elected officials, evaluation committee members, or other Town employees may result in disqualification.

3.4 Questions

Questions shall be submitted in writing by the published deadline. Only written addenda issued by the Town shall modify the RFP.

3.5 Proposal Submission

The proposal (bid) must be submitted upon a flash drive with a pdf copy of the proposal (bid) plus one hard copy of the proposal and all supplemental documentation must be enclosed in a sealed envelope clearly titled, **RFP # TH-2026-02 Request for Proposals for Residential Curbside Solid Waste Collection and Recycling Services** and delivered to the address below. All proposals must clearly bear the Respondent's name and address.

Town of Tyrone
Attn: Brandon Perkins, Town Manager
950 Senoia Road
Tyrone, Georgia 30290
brandon.perkins@tyronega.gov

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the Town of Tyrone.

The proposal must be signed by a company officer or agent who is legally authorized to enter into a contractual relationship in the name of the Respondent.

Ownership of all data, materials, and documentation prepared for and submitted in response to this RFP shall belong exclusively to the Town of Tyrone and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. § 50-18-70 et. seq. unless otherwise provided by law.

All expenses involved with the preparation and submission of the RFP to the Town of Tyrone, or any work performed in connection therewith is the responsibility of the Respondents.

The Town of Tyrone reserves the right to extend the deadline for submission of proposals, call for new proposals, and to waive any irregularities or informalities in any proposal or in the submittal procedure. Failure to comply with the requirements set forth in this RFP may result in disqualification. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed.

The Town reserves the right to reject any or all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The contract award, if any, will be made to the Respondent who, in the Town's sole discretion, is best able to perform the required services in a manner most beneficial to the Town.

3.6 Proposal Organization

Cover Letter; Executive Summary; Company Qualifications; Municipal Experience; Financial Stability; Operations Plan; Customer Service Plan; Transition Plan; Reporting Capabilities; Pricing Proposal; Certifications; Exceptions; Appendices.

3.7 Proposal Costs

All proposal preparation costs shall be borne by the proposer.

3.8 Reservation of Rights

The Town reserves the right to reject any or all proposals, waive informalities, request clarification, negotiate, cancel or reissue the solicitation, and award in the Town's best interest.

Section 4 – Evaluation and Award Process

4.1 General

The Town intends to award a contract to the proposer whose proposal is determined to represent the best overall value to the Town's residents. The contract will not necessarily be awarded to the proposer submitting the lowest cost proposal.

Evaluation shall consider the qualifications of the proposer, the quality of the proposed services, demonstrated experience, customer service capabilities, implementation plan, financial stability, references, and proposed compensation.

The Town reserves the right to reject any or all proposals, waive minor informalities, request clarification, conduct interviews, request additional information, negotiate, or cancel this solicitation if determined to be in the Town's best interest.

4.2 Evaluation Committee

The Town Manager shall appoint an evaluation committee. Each member shall independently evaluate each responsive proposal using the criteria established in this Request for Proposals.

4.3 Responsiveness Review

Prior to detailed evaluation, the Town shall determine whether each proposal is responsive. The Town may reject proposals that are late, omit required forms, materially deviate from the RFP, contain material contract exceptions, or demonstrate an inability to perform. Minor irregularities may be clarified.

4.4 Evaluation Criteria

Evaluation Criteria	Maximum Points
Cost Proposal	35
Qualifications, Experience & Financial Stability	20
Operations Plan & Service Delivery	15
Customer Service Program	10
Transition & Implementation Plan	10
Reporting & Technology Capabilities	5
References & Past Performance	5
Total	100

4.5 Evaluation Factors

The evaluation shall consider pricing, qualifications, municipal experience, operations, customer service, implementation, reporting capabilities, references, financial capacity, and overall value to the Town.

4.6 Interviews

The Town reserves the right to interview one or more proposers. Scores may be adjusted following interviews if additional information materially affects the evaluation.

4.7 Clarifications

The Town may request written clarification. Clarifications shall not permit proposers to materially revise their proposals except as requested during negotiations.

4.8 Negotiations

The Town may negotiate with the highest-ranked proposer. If negotiations are unsuccessful, the Town may negotiate with the next highest-ranked proposer.

4.9 Recommendation for Award

The evaluation committee shall submit its recommendation to the Town Manager, who shall make a recommendation to the Mayor and Council.

4.10 Reservation of Rights

The Town reserves the right to reject any or all proposals, waive technical defects, verify information, conduct reference checks, request Best and Final Offers (BAFOs), award to other than the lowest-priced proposer, or cancel the procurement.

Section 5 – Scope of Services

The Contractor shall furnish all labor, supervision, equipment, vehicles, containers, customer service personnel, billing systems, disposal services, and other resources necessary to provide residential curbside solid waste collection within the Town.

5.1 General Requirements

The Contractor shall furnish all labor, supervision, management, equipment, vehicles, containers, customer service personnel, billing systems, communications equipment, fuel, maintenance, disposal services, recycling processing, administrative support, and all other materials necessary to provide comprehensive residential curbside solid waste collection services within the corporate limits of the Town of Tyrone.

The Contractor shall perform all work in accordance with this Request for Proposals, the resulting Agreement, all applicable federal, state, county, and local laws, and accepted industry standards.

The Contractor shall be solely responsible for the means and methods used in performing the required services.

5.2 Service Area

Service shall be provided to all eligible residential dwelling units located within the incorporated limits of the Town.

The Town currently contains approximately 3,000 residential dwelling units eligible for service. This number is provided for informational purposes only and is not guaranteed.

The Contractor shall provide service to all new residential development annexed into or constructed within the Town during the term of the Agreement.

5.3 Residential Garbage Collection

The Contractor shall provide once-per-week curbside collection of residential household garbage.

Each subscribing customer shall receive one (1) Contractor-furnished ninety-six (96) gallon roll cart.

Garbage shall be collected from the curb or designated collection point adjacent to the public street.

Garbage shall include normal household waste generated by residential occupancy but shall exclude:

- Hazardous waste
- Medical waste
- Liquid waste
- Tires
- Automobile parts
- Construction and demolition debris
- Concrete
- Dirt
- Rock
- Dead animals
- Commercial waste

- Industrial waste

The Contractor shall return carts upright to a location that does not obstruct sidewalks, driveways, or roadways whenever practical.

5.4 Recycling Collection

The Contractor shall provide once-per-week single-stream recycling collection.

Each subscribing customer shall receive one Contractor-furnished recycling cart.

At a minimum, the Contractor shall accept:

- Mixed paper
- Newspaper
- Cardboard
- Aluminum cans
- Steel cans
- Plastic bottles and containers accepted by the processing facility

The Contractor shall identify all accepted materials in customer education materials.

Collected recyclables shall be delivered to a properly permitted recycling processing facility.

5.5 Bulk Waste Collection

Bulk waste collection shall remain consistent with the Town's current level of service.

Each residential customer shall receive one (1) scheduled bulk waste collection each month on the customer's regular collection day.

Acceptable materials include:

- Furniture
- Mattresses
- Box springs
- Appliances
- Refrigerators
- Water heaters
- Washers
- Dryers
- Stoves
- Sofas
- Chairs
- Tables

The Contractor may establish reasonable preparation requirements provided they are approved by the Town.

5.6 Yard Waste Collection

The Contractor shall provide curbside yard waste collection twice each month.

Acceptable material shall include:

- Bagged leaves
- Grass clippings
- Pine straw
- Small shrubs
- Bundled limbs

Limbs shall:

- be bundled
- not exceed fifty (50) pounds
- not exceed four (4) feet in length

The following shall not be accepted:

- Commercial landscaping debris
- Tree removal debris
- Stumps
- Dirt
- Sod
- Railroad ties

5.7 Overflow Collection

Reasonable overflow adjacent to the garbage cart shall be collected.

Overflow shall consist of securely tied plastic garbage bags or containers that can be safely handled by one employee.

The Contractor shall clearly identify any limitations within its proposal.

5.8 Collection Schedule

Residential garbage and recycling collection shall occur once each week.

Collection days shall remain consistent throughout the Agreement unless approved by the Town.

The Contractor shall provide the Town at least thirty (30) days' advance notice before implementing permanent route changes.

5.9 Collection Hours

Routine collection shall occur between:

7:00 a.m. and 7:00 p.m.

Monday through Friday.

Saturday collection shall occur only:

- after holidays
- after severe weather
- with prior Town approval

5.10 Missed Collections

A missed collection shall mean failure to collect properly prepared material placed at the curb before the published collection time.

Missed collections reported before 1:00 p.m. shall be completed the same day.

Missed collections reported after 1:00 p.m. shall be completed no later than 12:00 noon the following business day.

Repeated missed collections may constitute a performance deficiency.

5.11 Holiday Schedule

The Contractor shall identify all observed holidays.

Collections affected by holidays shall occur one day later for the remainder of the collection week.

The Contractor shall notify customers through:

- Website
- Social media
- Email notifications
- Door hangers if necessary

5.12 Customer Service

The Contractor shall maintain a customer service office during normal business hours.

At a minimum, the Contractor shall provide:

- Local or toll-free telephone number
- Email address
- Online service request portal
- Online payment capability

Customer service representatives shall be available Monday through Friday during normal business hours excluding holidays.

5.13 Customer Complaints

The Contractor shall maintain a computerized complaint tracking system.

The system shall record:

- Date received
- Customer name
- Address
- Nature of complaint
- Date resolved
- Resolution provided

Complaint records shall be available to the Town upon request.

5.14 Damaged Carts

The Contractor shall repair or replace damaged carts in a timely manner.

Performance standards:

- Broken lid: within five (5) business days
- Broken wheel: within five (5) business days
- Cracked body: within five (5) business days
- Missing cart for new customer: within five (5) business days

5.15 New Customer Service

The Contractor shall establish service for new customers within five (5) business days after receiving a request.

The Contractor shall maintain sufficient cart inventory to accommodate growth.

5.16 Collection Vehicles

Collection vehicles shall:

- be fully enclosed
- prevent leakage
- be maintained in safe operating condition
- display the Contractor's name and vehicle number
- comply with all DOT requirements

Vehicles shall not leak hydraulic fluid, oil, or refuse while operating within the Town.

5.17 Litter Control

The Contractor shall immediately clean any refuse spilled during collection.

The Contractor shall not leave refuse in the roadway, drainage ditches, or private property.

5.18 Town Facilities

The Contractor shall provide weekly collection service to Town-owned facilities identified by the Town at no additional charge.

The Town reserves the right to modify the list of facilities during the Agreement.

5.19 Monthly Reporting

By the fifteenth (15th) day of each month, the Contractor shall provide an electronic report containing at a minimum:

- Active residential accounts
- New accounts
- Closed accounts
- Garbage tons collected
- Recycling tons collected
- Number of missed collections
- Number of complaints
- Complaint resolution times
- Number of cart replacements
- Bulk collections performed
- Yard waste collections performed
- Franchise fee calculation

5.20 Transition Plan

Within thirty (30) days after contract award, the Contractor shall submit a detailed implementation plan including:

- Cart delivery schedule
- Customer notification schedule

- Staffing plan
- Vehicle deployment
- Route testing
- Customer service startup
- Transition timeline
- Emergency contingency plan

5.21 Emergency Operations

The Contractor shall maintain written continuity-of-operations procedures for severe weather, equipment failures, labor shortages, natural disasters, and other emergencies.

The Contractor shall notify the Town immediately whenever service interruptions are anticipated.

5.22 Performance Standards

The Contractor shall meet the following minimum performance standards:

Standard	Requirement
Residential collection completion	99% of scheduled stops
Same-day response to missed pickups reported before 1:00 p.m.	100%
Next-day response to missed pickups reported after 1:00 p.m.	100%
Cart replacement	Within 5 business days
New customer startup	Within 5 business days
Monthly reports	By the 15th of each month
Customer complaint acknowledgement	Within 1 business day

Section 6 – Operational Standards

6.1 Collection Hours

Routine collection shall occur between 7:00 a.m. and 7:00 p.m., Monday through Friday. Saturday collections shall be limited to holiday make-up service or Town-approved missed collections.

6.2 Customer Service

Complaints received before 1:00 p.m. shall be resolved by 6:00 p.m. the same day. Complaints received after 1:00 p.m. shall be resolved no later than 12:00 noon on the following business day.

6.5 Safety and Personnel

All personnel shall wear company uniforms, maintain a professional appearance, possess valid licenses where required, and comply with all applicable safety regulations.

Section 7 – Proposal Submission Requirements

Proposals shall be organized as follows:

- Cover Letter
- Executive Summary
- Company Qualifications
- Financial Information
- Municipal Experience (3 Georgia references minimum)
- Operations Plan
- Technology & Reporting
- Pricing Forms
- Affidavits & Certifications
- Exceptions

Section 8 – Pricing Proposal Forms

PRICING PROPOSAL FORMS

The Proposer shall complete all pricing schedules. Prices shall include all labor, equipment, fuel, disposal, recycling processing, insurance, overhead, administration, taxes (except exempt taxes), and all costs necessary to perform the required services.

8.1 Residential Collection Pricing

Service	Unit	Price
96-Gallon Garbage Collection	Monthly/Customer	\$ _____
Weekly Recycling	Monthly/Customer	\$ _____
Combined Monthly Residential Rate	Monthly/Customer	\$ _____

8.2 Optional Services

Service	Unit	Price
Additional Garbage Cart	Monthly	\$ _____
Additional Recycling Cart	Monthly	\$ _____
Backdoor Service (Optional)	Monthly	\$ _____
Replacement Cart	Each	\$ _____

8.3 Town Facilities

Item	Included	Notes
Town Facilities	Yes/No	_____
Town Events	Yes/No	_____

8.4 Pricing Assumptions

List any assumptions, exclusions, minimum customer counts, or conditions affecting pricing.

8.5 Certification

Authorized Representative Signature/Title

Date

REQUIRED FORMS FOR SUBMISSION

EXECUTION OF PROPOSAL

Re: Town of Tyrone RFP # TH-2026-02 Request for Proposals for Residential Curbside Solid Waste Collection and Recycling Services

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The potential Respondent certifies the following by placing an "X" in all blank spaces:

_____ That this proposal was signed by an authorized representative of the firm.

_____ That the potential Respondent agrees to the conditions as set forth in this Request for Proposal with no exceptions, except as mutually agreed to by the Respondent and Town.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within one hundred twenty (120) days from the date of the opening, to enter into a binding agreement with the Town of Tyrone under terms and conditions consistent with the terms and conditions as set forth in this RFP and the terms and conditions proposed by the Respondent in response to this RFP. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will use the leased property only for the uses and purposes as described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my proposal meet or exceed all requirements described in this RFP.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Printed Name of Respondent Company

Address

Phone

Email

EXECUTION OF PROPOSAL

**Re: Town of Tyrone RFP # TH-2026-02 Request for Proposals for Residential Curbside Solid
Waste Collection and Recycling Services**

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Authorized Signature

Date

Printed Name & Title

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

ADDENDA ACKNOWLEDGEMENT

Re: Town of Tyrone RFP # TH-2026-02 Request for Proposals for Residential Curbside Solid Waste Collection and Recycling Services

The Respondent has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Signature

Date

Printed Name & Title

Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Respondent's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Re: Town of Tyrone RFP # TH-2026-02 Request for Proposals for Residential Curbside Solid Waste Collection and Recycling Services

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Town of Tyrone has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Town of Tyrone at the time the subcontractor(s) is retained to perform such service.

EEV/E-Verify User Identification Number

Date of Authorization

By: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

_____[Notary Seal]
Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

SAMPLE CONTRACT FOR SANITATION SERVICES

Contract

This contract, made and entered into this ____ day of ____, ____, by and between the **Town of Tyrone**, a political subdivision of the State of Georgia, party of the first part (hereinafter referred to as "Town"), and _____, party of the second part (hereinafter referred to as "Company").

WITNESSETH:

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. Definitions:

- 1.1 APPROVED CARTS - ninety-six (96) gallon (minimum) carts for trash and recycling purposes.
- 1.2 BULK WASTE - Large household items generated through normal residential occupancy that cannot reasonably be placed within an approved cart, including furniture, mattresses, box springs, appliances, water heaters, refrigerators, washers, dryers, sofas, tables, chairs, and similar household items.
- 1.3 COMMERCIAL WASTE - Solid waste generated by commercial, industrial, institutional, governmental, or multi-family operations not eligible for residential collection under this Agreement.
- 1.4 CONSTRUCTION/DEMOLITION DEBRIS - Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.
- 1.5 DEAD ANIMALS - Animals or portions thereof equal to or greater than ten (10) pounds in weight that have died from any cause, except those slaughtered or killed for human use.
- 1.6 GARBAGE - Any food waste including waste accumulations of animal or vegetable matter used or intended to use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit, or vegetables.
- 1.7 HAZARDOUS WASTE - Any solid waste which has been defined as a hazardous waste in regulations promulgated by the Georgia Department of Natural Resources, Chapter 391-3-11.
- 1.8 MISSED COLLECTIONS - Failure to collect properly prepared refuse, recycling, bulk waste, or yard waste that was placed at the designated collection point before the published collection time.

Missed collections shall not include materials that:

- exceed allowable quantities;
- contain prohibited materials;
- were placed out after collection occurred;

- were improperly prepared.
- 1.9 MUNICIPAL SOLID WASTE- Any solid waste derived from households, including garbage, trash, and sanitary waste. This term includes yard waste.
 - 1.10 PRODUCER - An occupant of a Residential Unit within the Service Area who generates municipal solid waste.
 - 1.11 RECYCLING-Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
 - 1.12 RESIDENTIAL UNIT - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto.
 - 1.13 SERVICE AREA - All residential units within the Town of Tyrone.
 - 1.14 SOLID WASTE - Any garbage or refuse or other discarded material including solid, liquid, semisolid, or contained gaseous materials but does not include recovered materials; industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954 as amended.
 - 1.15 YARD WASTE - Grass clippings, tree trimmings, cuttings, dead plants, weeds, leaves, and tree branches and limbs which are no more than four (4) feet in length and three (3) inches in diameter.

2. Term:

The initial term of this Contract shall begin on **January 1, 2027** ("Commencement Date") and continue through **December 31, 2029**, provided however, that the term of this Contract may be extended by the Town for an additional term of three (3) years. In order to exercise this option, the Town must notify the Company in writing of its desire to extend the Contract at least one hundred twenty (120) days prior to the expiration of the Agreement period. The Company must respond in writing of its agreement to the extension or its decision to terminate at least ninety (90) days prior to the expiration of the contract period.

3. Service:

The Town of Tyrone requires residential curbside solid waste collection services for homes contained within its town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

- 3.1 Residential Curbside Garbage Collection: The Company will be required to provide a cart of not less than ninety six (96) gallons for each occupied home to be serviced on a weekly basis. The Contractor shall return carts upright and, whenever practical, place them so they do not obstruct sidewalks, driveways, mailboxes, drainage structures, or roadways.
- 3.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 and recyclables may be placed in the container for collection.

- 3.2.1 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.
- 3.2.2 Cart Overflow: The Company is required to remove additional bags or boxes adjacent to the cart or bin. Maximum number of bags or boxes shall be set by the Company as part of the approved pricing but shall not be unlimited.
- 3.2.3 Bulk/Yard Waste: The Company shall collect and dispose of bulk waste such as items of furniture and appliances, including, but not limited to, stoves, couches, refrigerators, water heaters, and mattresses and shall be collected according to the same collection schedule as other solid waste on a once a month basis. Company shall also collect bimonthly "bagged" yard trimmings including grass clippings but this shall exclude limbs generated by commercial gardeners, tree companies, and the like. Limbs are to be fully secured in bundles and not exceed fifty (50) pounds in total weight.
- 3.3 Curbside Recycling: The Company shall provide a curbside recycling program for residential customers with allowable commodities being picked up from each residential unit once per week in conjunction with the collection of household waste. It shall be single stream and include, at a minimum, mixed paper, newsprint, cardboard, aluminum/steel cans, and plastics.
- 3.4 Disposal Requirements: All waste collected from the town shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.
- 3.5 Collection Vehicles: Company is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
- 3.6 Customer Service Standards: All complaints received by the Company or the Town of Tyrone before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The Company shall maintain a daily log of all complaints received and time that complaint was resolved. The Company shall provide a monthly report to the Town, which will include copies of the daily reports for the prior month.
- 3.7 Customer Service Center: The Company will operate and maintain a Customer Service Center with the following minimum standards:
 - 3.7.1 Open between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, during such time calls must be answered by a Customer Service Representative.
 - 3.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.
 - 3.7.3 The Company should implement procedures approved by the Town of Tyrone whereby complaints can be received via fax, e-mail and website.
- 3.8 Routing and Software Requirements: The Company shall utilize routing software to create a routed service strategy that limits truck traffic through the community while

maximizing productivity to minimize fuel consumption and the Town of Tyrone's carbon footprint. Prior to service implementation, the Company must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the Town of Tyrone to display on its website.

- 3.9 Collection Routes: The Company shall further establish routes for the collection of solid waste. The Company's collection schedule and collection routes shall be filed with the Town of Tyrone.
- 3.10 Collection Route Schedule: The Company shall establish with the Town of Tyrone a schedule addressing the day of the week each collection shall be executed. This schedule will not vary, or change without the written permission of the Town of Tyrone, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).

No collection shall be made before 7:00 AM or after 7:00 PM, except by express authorization of the Town of Tyrone. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

- 3.11 Missed Collections: The Contractor shall respond to missed collection reports as follows:
- Reports received before **1:00 p.m.** shall be serviced the same day.
 - Reports received after **1:00 p.m.** shall be serviced no later than **12:00 noon of the following business day.**

Repeated missed collections may constitute a performance deficiency under this Agreement.

- 3.12 Holiday Schedule: The Contractor shall provide the Town with its annual holiday schedule no later than October 1 of each year.
- 3.13 Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program. The Sanitation Services Company shall ensure the following, regarding personnel:
- Must be in a company uniform (shirt, at least), to be defined by the Company in the bid submittal, and must be recognizable as representative of the Company's company. The uniform must be maintained, clean, and in good repair.
 - Personnel must maintain a clean appearance.
 - The Company must maintain a courteous demeanor when dealing with the residents and businesses of the Town of Tyrone.
 - At no time will the Company or its personnel search through the garbage that is collected in the Town of Tyrone.
- 3.14 Cleanliness: In the collection of solid waste, the Company and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place,

or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Company will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Town of Tyrone and need to dispose their loads into a larger vehicle. In addition, the Company will not be allowed to store containers of any kind in common areas or in the Town of Tyrone right-of-way. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond within four (4) hours of receipt to the satisfaction of the Town of Tyrone.

- 3.15 Town Owned Facilities: The Company will be required to provide solid waste collection services to all Town of Tyrone owned facilities and designated special events at no additional cost to the Town. Said trash containers will be emptied once per week, or as requested by the Town of Tyrone. Additional locations may be added as needed by the Town.
- 3.16 Communications and Reporting: Company shall provide the Town a monthly report showing service requests, complaints, and resolution timetables for each customer complaint.
- 3.17 Volume Report: Prior to the fifteenth of the following month, the Company shall complete the trash and recycling monthly volume report. In addition, the Company shall make recommendations as to how they can increase the tonnage of recyclable material.
- 3.18 Publicity: The Solid Waste Collection Company shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the Town as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the Town indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Company's office where questions or complaints can be handled. Such publicity shall be approved by the Town Manager of the Town prior to distribution publication. The Company must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the Town.
- 3.19 Billing & Payments: The Company will be responsible for billing each resident at the submitted monthly rate of _____ for sanitation and recycling, with additional charges for any additional carts provided to Residential Units upon request. The Company will provide quarterly payments to the Town for the 3% Franchise Fee collected on each residential sanitation customer within the Town. These payments are due to the Town within fifteen (15) days from the end of each billing due date and be based on gross revenues of the previous three (3) month period.

The Company shall also provide all Town sanitation customers with an online payment option at no charge to the Town, provided that the Company reserves the right to charge a fee for paper billing to Residential Units that fail to elect a paperless billing {i.e., emailed invoice) option, as well as a payment transaction fee to account for credit card or similar fees charged to the Company for payments received from Residential Units.

- 3.20 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within

the boundaries of the Town of Tyrone where possible.

- 3.21 Rate Adjustments: Beginning on the first anniversary of the Commencement Date, the Contractor may request one annual rate adjustment.

Any requested adjustment shall:

- Be submitted no later than ninety (90) days before the proposed effective date;
- Include complete supporting documentation;
- Identify the basis for the request;
- Demonstrate changes in operating costs.

Approval of any adjustment shall be at the sole discretion of the Town Council. Nothing herein shall obligate the Town to approve any requested increase.

- 3.22 Extraordinary Cost Adjustments: The Contractor may request an extraordinary rate adjustment only when significant unforeseen circumstances materially affect the cost of providing service, including:

- Changes in federal or state law;
- Government-imposed disposal fees;
- New regulatory requirements;
- Mandatory environmental compliance costs.

Market fluctuations, fuel costs, labor shortages, inflation, or equipment replacement shall not, by themselves, constitute extraordinary circumstances.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.

5. Point of Contact:

All dealings and contacts between the Company and the Town shall be directed by the Company to the Town Manager or his/her designee. The Town shall direct all dealings with the Company to _____, or his/her designee.

6. Hours and Days of Operation:

Collection of municipal solid waste shall not begin prior to 7:00 a.m. nor continue past 7:00 p.m. Company shall notify residents of schedule of collections by placing an ad in the local newspapers one (1) month prior to any schedule change, clearly depicting the day of pickup for each area of Town. When it becomes necessary to alter the normal collection schedule due to holidays, inclement weather or landfill schedule, the Company shall, first notify the Town as soon as possible of the change or delay in delivery and provide necessary backup equipment and personnel to assure once weekly pickup to all residents. Pickups regularly scheduled on Thursday, however, may be postponed due to holidays that may occur on a normally scheduled pickup day.

7. Extraordinary Materials:

Hazardous waste, body waste, abandoned vehicles, vehicle parts, construction debris, and dead animals will not be collected by the Company under the terms of this Contract.

8. Rates/Billing

As per the terms of this contract, the Town shall not be required to pay the Company for provided services as the Company shall handle all billing and payment collection for Town customers. The Company shall provide quarterly Franchise Fee payments to the Town.

9. Indemnity

The Company shall conduct operations under this Contract in compliance with all applicable laws; provided, however that these specifications shall govern the obligations of the Company where there exists a conflicting ordinance of the Town on the subject.

The Company shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

The company agrees to indemnify and hold harmless the Town from all liability, loss, cost, and expense, including reasonable attorney's fees, which may be sustained by the Town or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Company's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Company's officers, agents, or employees. The Company agrees to defend against any of the claims or actions mentioned above which are brought against the Town or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company from all liability, loss, cost and expense, including reasonable attorney's fees, which may be sustained by the Company or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Town's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Town's officers, agents, or employees. To the extent permitted by law, the Town agrees to defend against any of the claims or actions mentioned above which are brought against the Company or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

10. Disposal

The Company shall dispose of all solid waste collected by the Company at a landfill permitted by the state in which the landfill is located to accept such solid waste. The Company shall pay all landfill fees directly to the appropriate landfill operator.

11. Insurance:

For the above purpose of this Contract, the Company shall carry the following types of insurance in at least the limits specified below:

Coverages

Worker's Compensation
Employer's Liability
Bodily Injury Liability
(except automobile)
Property Damage Liability
(except automobile)
Automobile Bodily Injury
Liability

Minimum Limits of Liability

Statutory
\$1,000,000
\$1,000,000 each occurrence
\$2,000,000 aggregate
\$1,000,000 each occurrence
\$2,000,000 aggregate
\$1,000,000 each person
\$1,000,000 each occurrence

Automobile Property Damage
Excess Umbrella Liability

\$1,000,000 each occurrence
\$5,000,000 each occurrence

The above coverage may be provided by the Company's parent corporation and the Town shall be named as co-insured on the General Liability of Automobile/Equipment policies.

12. Recycling Services:

The Company shall provide a curbside recycling program for residential customers. The commodities that the Company shall collect for recycling are newsprint, aluminum, cardboard, and plastics; however, the Company may propose variations from this list based on their analysis of the cost/benefit of recycling each commodity for approval by the Town. The Company shall provide curbside collection of recyclable material from each Residential Unit once per week in conjunction with the collection of household waste.

13. Location of Collections:

The Residential Units will be required to place municipal solid waste at a location that is readily accessible to the Company and its equipment, and not to exceed five (5) feet from the curb or edge of traveled portion of road.

14. Service Inquiries:

All inquiries and complaints will be made directly to the Company within normal business hours of 8:00 a.m. through 5:00 p.m. and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste no later than the next working day. The Company shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of same. Such records shall be transmitted to the Town on a monthly basis.

15. Force Majeure.:

It is mutually understood and agreed that the Company shall be relieved of its obligation under this Contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the Company render impossible its performance under this Contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the Company must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

16. Permits, Licenses, and Taxes:

The Company shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town and/or State of Georgia.

The Town recognizes that as a franchisee, the Company must use streets and alleys of the Town. In order to assist in the maintenance of those streets and alleys, the Company shall be required to pay the Town a quarterly Franchise Fee of three (3 %) percent of the gross revenues received as a result of this Contract. Gross revenues are defined as the payments made to the Company for residential, bulk, and recyclable collections; and the gross billings of the Company for commercial service. Fees shall be paid to the Town by the fifteenth day of the month following the end of a quarter and shall be based on gross revenues for the previous three (3) month period.

Each quarterly payment shall include the following written documentation:

- Gross revenue;
- Number of active customers;
- Number of new customers;
- Number of terminated customers;
- Franchise fee calculation;
- Any adjustments made since the previous report.

17. Termination:

If the Company shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery of written notice of such default within which time to cure such default. Failure to cure default within such period of time, the Town shall have the right without further notice to terminate this Contract.

18. Town Service:

Service to facilities owned and/or operated by the Town shall be provided at no cost to the Town.

Service shall be at a frequency and container size specified by the Town. Facilities for which weekly services shall be provided at no cost includes, but are not limited to, Town Parks, Town Hall, Police Department, Recreation Center, Library, and any other facilities later indicated or acquired by the Town during the term of this Contract. Service to Redwine Park and Shamrock Park shall include furnishing to each park one eight (8) yard dumpster. Company shall provide recycling carts and weekly service to Shamrock Park, Redwine Park, and Handley Park. In addition to the regular services, the Company shall include furnishing three (3) twelve (12) yard dumpsters at locations specified by the Town for Founders Day weekend. These are to be delivered the Wednesday prior to Founders Day weekend and picked up the Wednesday following the Founders Day weekend.

19. Performance Bond:

The Company shall furnish the Town with a performance bond with a corporate surety, or cash, in the amount of \$100,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

The bond shall be conditioned upon the faithful performance of each and every term, conditioned and provision of this Contract and shall be approved by the Town Attorney. The Company shall pay all premiums chargeable for the bond and will keep the same in full force and effect during the term of this Contract. The bond shall contain a provision that is shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given to the Town.

20. Modification:

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

21. Compliance With Laws:

The Company shall conduct operations under this Contract in compliance with all applicable laws.

22. Law to Govern:

The terms of this Agreement shall be construed according to the laws of the State of Georgia.

IN WITNESS THEREOF, the parties hereto have executed this Contract in three (3) counterparts, each of which shall be deemed an original contract, as of the day and year first herein before written.*

(SEAL)

Town of Tyrone

Attest:

Town Clerk

By: _____

[Company]

By: _____

*In the event that the Company is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, and Performance Bond to do so on its behalf.