



INVITATION FOR SEALED BIDS

ITB No. 2021-100 Annual Contract for Solid Waste Removal Services, for the Town of Brooks, Georgia

SCHEDULE OF EVENTS	DATE
PRE-Bid CONFERENCE: A non-mandatory conference will be held at The Brooks Town Hall Conference 961 Hwy 85 Connector Brooks, GA 30205	08.19.21 11:00 a.m. (EST)
DEADLINE FOR QUESTIONS: Submit questions to mungaro@brooksga.com	08.26.2021 4:00 p.m. (EST)
ANSWERS WILL BE POSTED ON THE TOWN WEBSITE:	09.09.2021
DELIVERY OF BID LOCATION AND PUBLIC OPENING DATE (Hand or Special Delivery) : Town of Brooks 961 Hwy 85 Connector Brooks, GA 30205	09.16.2021 1:00 p.m. (EST)

TABLE OF CONTENTS

1.	INFORMATION AND INSTRUCTIONS TO BIDS.....	3
2.	INTRODUCTION.....	9
3.	SCOPE OF SERVICES.....	12
4.	BID PREPARATION AND GUIDELINES	12
5.	APPENDICES	
	Appendix A –Insurance and Bonding Requirements.....	14
	Appendix B –Required Form Submittals	21
6.	ATTACHMENTS	
	Attachment A – Scope of Services	41
	Attachment B – Cost Bid Form.....	45

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1. INFORMATION AND INSTRUCTION TO BIDDERS

- 1.1 Services Required:** This Invitation to Bid (“ITB”) is for qualified Bidders (“Bidder” or “Bidders”) to provide Trash Removal Services for the Town of Brooks, Georgia (“Town”). A detailed Scope of Services (“SOS”) is set forth in this ITB.
- 1.2 Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the Town’s Code requirements. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the Town’s Code of Ordinances, which laws are incorporated into this ITB by reference.
- 1.3 Minimum Qualifications:** Each Bidder and team member shall have the minimum experience set forth in this ITB.
- 1.4 Certificate of Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Bidders.
- 1.5 Business License:** Bidder is requested to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid business license issued in the State of Georgia. If Bidder is a joint venture, Bidder is requested to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 1.6 Professional License:** Bidder must attach a copy any professional license required by this ITB with its response.
- 1.7 No Offer by Town and Firm Offer by Bidder:** This solicitation does not constitute an offer by the Town to enter into an agreement and cannot be accepted by any Bidder to form an Agreement. This solicitation is only an invitation for bids from interested Bidders and no offer shall bind Town. A Bidder’s offer is a firm offer and may not be withdrawn except as provided in this ITB, and other applicable law.
- 1.8 Bid Duration:** Bids submitted in response to this ITB shall remain valid for one hundred twenty (120) calendar days from the Bid Submission Deadline and must be marked as such.

- 1.9 Bid Submission Deadline:** Responses to this ITB will be received until **1:00 P.M., Eastern Standard Time (E.S.T.) on Thursday, September 16, 2021** at 961 Hwy 85 Connector, Town Hall, Brooks, Georgia. Late Bids will not be considered.
- 1.10 Non-Mandatory Conference:** A Non-Mandatory, Pre-Bid Conference has been scheduled for **Thursday, August 19, 2021 at 11:00 A.M., E.S.T.** at Brooks Town Hall, 961 Hwy 85 Connector, Brooks, GA 30205. Attendance at the Pre-Bid Conference is voluntary for Bidders responding to this ITB; however, Bidders are encouraged to attend. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Bidders will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Bidder must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.
- 1.11 Solicitation Questions/Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to Town of Brooks, Attn: Office of the Town Manager, P.O. Box 96, Brooks, GA 30205 or emailed to mungaro@brooksga.com, on or before **Thursday, August 26, 2021 at 4:00 P.M., E.S.T.** Questions received after the designated period may not be considered. Responses made by the Town will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any addendum issued for this solicitation by monitoring the Town's website at <https://www.Brooksga.com>. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of Bidders are strictly prohibited from contacting any other Town employees, Town Officials or any third-party representatives of the Town on any matter having to do with this ITB.
- 1.12 Ownership of Bids:** Each Bid submitted to the Town will become the property of the Town, without compensation to a Bidder, for the Town's use, in its discretion. The Town shall not be liable for any Bid preparation costs incurred by Bidders.
- 1.13 Georgia Open Records Act:** Information provided to the Town is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that

specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”.

1.14 Bonding and Insurance Requirements: The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this ITB are set forth in Appendix A, Insurance and Bonding Requirements. Bidders must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any. For purposes of this section, “Bidder” shall mean an individual, corporation or other corporate entity submitting a bid in connection with this solicitation, including each joint venture partner if Bidder is a joint venture.

1.15 Evaluation of Financial Information: The Town’s evaluation of financial information concerning a Bidder and its consideration of such information in determining whether a Bidder is responsive and responsible may involve a review of several items of information required to be included in a Bid. The Town will review the Financial Information disclosed by Bidder and attached to this ITB. Further, if this ITB requires a successful Bidder that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Bidder must submit with its Bid a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Bidder if an Agreement is awarded to it Bidder.

1.16 Subcontractors and Manufacturers: Bidders are required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-contractors. The Town reserves the right to disapprove any proposed Subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.

1.17 Examination of Bid Documents:

1.17.1 Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

1.17.2 Each Bidder shall promptly notify Town in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bids.

1.173 The Town may in accordance with applicable law, by Addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time.

1.174 Each Bidder shall confirm Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

1.18 Solicitation cancellation or rejection of Bid. The Town may waive any technicalities and formalities in the bids received. Additionally, the Town reserves the right to cancel the ITB in its entirety. Bidders may withdraw their Bids as long as it is done prior to opening. Bidders must submit on company letterhead the request to withdrawal their bid. Withdrawal is not automatically granted and will be allowed solely at the Town of Brooks's discretion. Bids may be disqualified by the Town Manager's Office as a result of, but not necessarily limited to, the following reasons:

1.181 Failure to return applicable compliance and/or specification sheets;

1.182 Failure to return applicable addenda;

1.183 Failure to provide information on alternates or equivalents, when allowed;

1.184 Failure to provide bid bond when specifically stated will result in automatic rejection;

1.185 Failure to sign all requested documents;

1.186 Failure to submit Bid by the deadline;

1.187 Failure to hold firm to pricing;

1.188 Failure of Provider to extend prices;

1.189 Failure to meet specified delivery requirements;

1.1810 Prices for services or items that exceeds the department's budgeted amount allowed for those items;

1.1811 A bid submitted by a Person on the Ineligible Source List;

1.1812 A bid which is non-responsive;

1.1813 A bid submitted by a Person who is litigation pending against the Town, or anyone representing a firm or business in litigation against the Town, not arising out of the procurement process.

- 1.19 Award and Execution of Agreement:** If the Town awards an Agreement pursuant to this solicitation, the Town will prepare and forward to the Bidder an Agreement for execution. Upon approval of the Bid by the Town of Brooks, the Town will provide the Successful Bid with an unsigned Agreement. The Bid shall execute and return three (3) Agreements, with required insurance certificates and other documents as listed in this ITB or required by the Town, within no more than ten (10) calendar days from receipt of the Agreements.
- 1.20 Illegal Immigration Reform and Enforcement Act:** This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Bidder Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein Appendix B, Required Form Submittals must be submitted with the Bid at the time of submission. Under State Law, the Town cannot consider any Bid, which does not include the completed forms. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Bidder Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bid itself. Where the business structure of a Bid does not require it to obtain an EIN, each entity comprising Bid must submit a separate Bidder Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bids intending to do business with the Town are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on Town solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Bidder Affidavit can be found preceding this form in this ITB.
- 1.21 Multiple Awards:** The Town reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Bidders.
- 1.22 Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
- 1.23 Conflict of Interest:** Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The Town reserves the right to issue ITBs for specific projects that are independent of **ITB No.2021-100 Annual Contract for Trash Removal Services for Town of Brooks, Georgia**. Except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this ITB are not precluded from responding to such solicitations.

- 1.24 Tax Exemption Status:** The Town is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Town of Brooks. Exemption certificates furnished upon request.
- 1.25 Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidders. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- 1.26 Negotiations/Best and Final Offers:** The Town reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this ITB. The Town may require the submission of Best and Final Offers and may require that this ITB and Bidder's response be incorporated in full or in part as Contract Documents. The ITB and all responses, supplemental information, and other submissions provided by Bidders during discussions or negotiations may be held by the Town as contractually binding upon Bidder. The Town may seek clarification from a Bidder at any time during the procurement process, and failure of a Bidder to timely respond may be cause for rejection of Bidder's Bid.

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2. INTRODUCTION

2.1 The Town of Brooks is interested in soliciting bids from qualified providers of trash removal services for both commercial and residential customers within the Town limit; whose product offering meets or exceeds current Town requirements, and whose complete product offering provides a robust solution that will allow the Town to continue to leverage this investment well into the future as the needs of the Town continue to grow. The Town cannot guarantee any minimum/maximum number of orders or services. Please indicate in the bid response if there are any minimum order requirements.

2.2 The specifications of this project are an integral part of the Town's formal Invitation to Bid (ITB). All responders are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible Bidder.

2.3 The following definitions are used in the ITB:

23.1 Client or Town refers to Town of Brooks.

23.2 Vendor, Bidder, or Respondent refers to a firm, company or organization submitting a bid in response to this ITB.

2.4 Intent to Award:

The Town intends to award to the responsible bidder(s) who has submitted the lowest cost responsive bid(s) or whose bid represents the best value to the Town. However, the Town reserves the right to make multiple awards, awards based on lowest unit cost, or no award.

2.4.1 Responsibility – The determination of the Bidder's responsibility will be made by the Town based on whether the Bidder meets the following minimum standard requirements:

2.4.1.1 Has the appropriate and adequate technical experience required;

2.4.1.2 Has adequate personnel and equipment to perform the work expeditiously;

2.4.1.3 Ability to comply with the required or proposed delivery and installation schedule;

2.4.1.4 Has satisfactory record of performance;

2.4.1.5 The ability of Bidder to provide future maintenance and/or service;

2.4.1.6 Has adequate financial means to meet obligations incidental to the work;

2.4.1.7 Such other factors as the Town deem to be pertinent to either the Bid or the contract.

242 Responsiveness – The determination of the Bidder's responsiveness will be made by the Town based on a consideration of whether the Bidder has submitted complete Bid documents meeting Bid requirements without irregularities, exclusions, special conditions, or alternative Bids for any item unless specifically requested in the solicitation.

2.5 Term of Contract:

The Contract shall commence within ten (10) calendar days after the receipt of a written notice to proceed. The initial term of the Contract and any renewal terms are collectively referred to as the "Term". The initial term of this Contract shall be for one (1) year and may be automatically renewed for two (2) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Contract shall commence on the effective date and terminate absolutely and without further obligation on the part of the Town on August 30th of the following year in which it was executed and on August 30th of each succeeding and renewal year, unless terminated earlier in accordance with the termination provision of the contract.

The Town expects the prices to remain firm though the term of the Contract. However, if there are any proposed price changes during any renewal of this Contract, they must be submitted in writing to the Town Manager ninety (90) days prior to Contract renewal. Any such requested price changes shall be based on industry price changes, which must be within the parameters of the Consumer Price Indexes (CPI) program data on changes in the prices paid by urban consumers for a representation of the same or similar services and supported by documentation. Any requested price changes/increases must be reviewed by the Town Manager prior to submission to the Town Council for review and possible approval. If the proposed price change(s) is not acceptable to both Parties, the Contract will not be renewed, or the particular service may be deleted from the scope of the Contract.

2.6 Sub-Consultants and Subcontractors:

Bidder must ensure the responsibility standards for each of its Sub-Consultants and Subcontractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Subcontractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB,

any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work, or requirements. Bidder shall not furnish any statement, representation, or certification in connection with Sub-Consultants or Subcontractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Subcontractor may result in a finding that the Bidder is not responsible.

- 26.1** All proposed Sub-Consultants or Subcontractors must be listed in the Bidders response. Bidder shall ensure that all proposed Subcontractors have adequate personnel, past experience, adequate facilities, finances, and business systems to perform the scope of services. The Town reserves the right to approve all Subcontractors and Sub-Consultants on this ITB.
- 26.2** Bidder must have the responsibility of verifying the experience, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Subcontractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Subcontractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such a license or certification may result in immediate termination of the Bidder's Contract effective as of the date on which the license or certification is no longer in effect.
- 26.3** All Sub-Consultants and Subcontractors must be approved by the Town prior to performing. Consultants must receive written permission to add Sub-Consultants or Subcontractors not initially submitted with Bidder's response. Sub-Consultants and Subcontractors shall not Sub-contract any portion of their work pursuant this ITB without the written consent of the Town. Failure of the Bidder to obtain from the Town prior approval of each Sub-Consultant or Subcontractor performing work on the project may result in suspension of work by that Subcontractor, removal of work performed by an unapproved Subcontractor(s) and all permissible sanctions against the Bidder.

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3. **SCOPE OF SERVICES**

The Bidder shall provide Trash Removal Services to the Town of Brooks, Georgia as specified in this ITB and Attachment A: Scope of Services (SOS) attached hereto and incorporated herein by reference.

MINIMUM REQUIREMENTS

- 3.1 The Bidder must have a minimum of three (3) years of experience in providing Solid Waste Removal Services, as specified in this ITB and Attachment A, Scope of Services attached hereto and incorporated herein by reference.
- 3.2 The Bidder must comply with all state laws regarding the disposal of solid waste and permitting.

4. **BID PREPARATION AND GUIDELINES**

4.1 **Bid Format**

4.1.1 **Labeling of Submittal**: Bidders are required to submit their bids labeled as described under section 6.5 of this ITB.

4.1.2 **Amount of Copies Requested**: Bidders are required to submit five (5) copies of their bids, including one (1) digital copy on a flash drive or sd card and four (4) hard copies. One (1) hard copy must clearly be marked original copy.

4.1.3 **Letter of Transmittal**: The letter is not intended to be a summary of the bid itself. The letter of transmittal must contain statements and information as listed below:

4.1.3.1 Company name, address, phone number(s), and website.

4.1.3.2 Name, title email address and phone number of the person to contact and who are authorized to represent the firm and to whom correspondence should be directed.

4.1.3.3 Federal and State taxpayer identification number of the firm. A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.

4.1.3.4 Letter must be signed by a corporate officer or person authorized to bind the vendor to the and cost schedule.

4.1.4 **Cost Bid**: The Cost Bid Form affixed hereto as Attachment B, must be completed in its entirety and **returned in a Separate and Sealed Envelope with Bidder's bid**. The Cost Bid Form will become a part of the Agreement following negotiations, if any, pursuant to any award. The Town may solicit

Best and Final Offers, and discussions may be conducted with responsible Bidders who submit bids determined reasonably susceptible to being selected for award. **Please do not include exceptions to the ITB in the sealed Cost Bid.**

4.15 Experience and Performance on Other Projects:

- 4.1.5.1** Describe the Bidder's experience and qualifications in providing services as widely described in this ITB.
- 4.1.5.2** Separately list any projects or contracts that the Bidder's team has worked on together in the last three (3) years.
- 4.1.5.3** Bidder must provide a narrative description of at least three (3) projects that demonstrate Bidder's capability and experience with projects similar in type and scope as those required by this ITB. Each example should include the following: project owner, location, contact information, project size and scope, description of project work performed by various team members, major milestones, and planned cost and schedules versus actual completion cost and schedules.
- 4.1.5.4** Provide three (3) references for which you have provided services similar in size and scope. References are to be provided utilizing the References and Release Form as listed in Appendix B.

4.16 Financial Information Forms

Bidder must provide accurate and legible financial disclosures to the Town in order to facilitate the Town's efforts to evaluate, verify, and understand the Bidder's financial capability, capability and stability to undertake and perform the Services contemplated in this ITB. By definition, a "Bidder" is an individual, entity or partnership submitting a bid or Bid in response to this ITB.

4.1.6.1 Instructions.

If the Bidder is an individual, financial disclosures for that individual must be provided. If the Bidder is an entity or partnership, financial disclosures for that entity or partnership must be provided. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Bidder (and its owners, if applicable) must submit copies of all financial disclosures with its bid.

4.1.6.2 Financial Information:

The Bidder, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests

below with the Bid.

- 4.1.6.2.1** Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows.
- 4.1.6.2.2** Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Bidder's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable.
- 4.1.6.2.3** Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Bidder's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

5. APPENDICES

APPENDIX A: INSURANCE REQUIREMENTS AND BONDING

5.1 Insurance Requirements

Preamble

The following requirements shall apply to all work under the Contract. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, The Town of Brooks ("Town") reserves the right to adjust or waive any insurance requirements contained in this Appendix A and applicable to the Contract.

5.1.1 Evidence of Insurance Required Before Work Begins

No work under the Contract may be commenced until all insurance requirements contained in this Appendix A, or required by applicable law, have been complied with and evidence of such is compliance satisfactory to the Town as to form and content and has been filed with the Town. Contractor/Consultant must provide the Town with a Certificate of Insurance and Endorsements that clearly and unconditionally indicate that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix A and applicable to the Contract. If the Contractor/Consultant is a joint venture, the insurance certificate shall name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the Contract, Contractor/consultant

must satisfy all insurance requirements required by this Appendix A and applicable law and provide the required written documentation to the Town evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents or transmittal correspondence, the Town may, in addition to any other rights it may have under the solicitation documents, the Contract or under applicable law, make a claim against any bid security provided by the Contractor/Consultant, if any, or decline to enter into a contract with the Contractor.

5.1.2 **Minimum Financial Security Requirements**

All companies providing insurance required by this Appendix A must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide- Property- Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to the Town certifying that all insurance requirements set forth in this Appendix A and applicable to the Contract have been unconditionally satisfied.

For all contracts, regardless of size, companies providing insurance or bonds under the contract must meet the following requirements:

- 5.1.2.1.1** Best's Rating not less than A X,
- 5.1.2.1.2** Best's Financial Size Category not less than Class VII, and
- 5.1.2.1.3** Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- 5.1.2.1.4** All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to the Town, the Town will notify the Contractor/Consultant in writing. The Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to the Town and submit to the Town evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance minimum requirements set forth in this Appendix A and applicable to the Contract will not relieve Contractor/Consultant from any liability under the Contract. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix A and applicable to the Contract will not be construed to conflict with or limit Contractor/Consultant's

indemnifications under the Contract.

513 Insurance Required for the Duration of the Contract

All insurance required by this Appendix A must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Town. If the Town of Brooks shall so request, the Contractor/Consultant will furnish the Town for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

514 Notice of Cancellation & Renewal

Contractor/Consultant must, notify the Town of Brooks in writing at the address listed below by mail or hand-delivery, within two (2) business days of any notices received from any insurance carriers providing insurance coverage under this Contract and Appendix A that concern the proposed cancellation, or termination of coverage.

Office of the Town Manager
Town of Brooks
P.O. Box 96
961 Hwy 85 Connector
Brooks, GA 30205

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the Town with evidence by required insurance prior to the commencement of this Contract, and , thereafter, with a certificate and required endorsements evidencing renewals, replacements or changes to required polices of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

515 Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Certificates of Insurance as evidence of such coverage. The Town Brooks' coverage requirements may be broader than the original policies; these requirements have been conveyed to these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

51.6 Certificate Holder

The Town of Brooks, P.O. Box 96, Brooks, GA, 30205, must be named as certificate holder. All notices must be mailed to the attention of **The Office of the Town Manager at P.O. Box 96, Brooks, GA, 30205**

51.7 Project Number & Name

The project number and name, ITB #2021-100 Annual Contract for Solid Waste Removal Services for the Town of Brooks, may be referenced in the description section of the insurance certificate.

51.8 Additional Insured Endorsements

The Town must be covered as Additional Insured under all insurance (except Worker's Compensation and Professional Liability) required by this Appendix A and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to the Town an Additional Insured Endorsement evidencing the Town's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix A. Endorsement must not exclude the Additional Insured from Products – Completed Operations coverage. The Town shall not have liability for any premiums charged for such coverage. The Endorsement must include the following verbiage: "The Town of Brooks, its appointed and elected Officials, departments, agencies, with respect to liability arising out of the activities performed by or on behalf of the Contractor/Consultant."

51.9 Waiver of Subrogation Endorsement

The Worker's Compensation policy must contain a Waiver of Subrogation Endorsement in favor of the Town of Brooks including the following verbiage, "The Town of Brooks, its appointed and elected officials, departments, agencies, boards, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor/Consultant."

51.10 Mandatory Sub-Contractor/Consultant Compliance

It is the sole responsibility of the general Contractor/Consultant to ensure all sub-Contractors/Consultants working under it have separately procured any and all types of limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that are suitable for the particular trade that the sub-Contractor/Consultants or vendors carry types and limits of insurance not less than those listed herein and that the sub-Contractors/Consultants and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "the Town of Brooks, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds per this Appendix A.

- 5.1.11** Self-Insured Retentions, Deductibles or Similar Obligations
Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor/Consultant.
- 5.1.12** Task Order
Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed. Additional Insurance Requirements may be mandatory for particular Task Orders as required.
- 5.1.13** Coverage Limits
Coverage provided by the Contractor/Consultant shall not be limited to the liability assumed under the indemnification provisions of the Contract.
- 5.1.14** Non-limitation on the Contractor's/Consultants Liability
The obligations for the Contractor/ Consultant to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits the liability of the Contractor/Consultant and shall not reasonably encumber the premises with its materials or supplies.

5.2 Coverage Types and Limits

- 5.2.1** Statutory Worker's Compensation and Employer's Liability Insurance
Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the State of Georgia or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Contract:

Workers' Compensation....	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

5.2.2 Commercial General Liability Insurance-

The Contractor/Consultant must procure to maintain Commercial General Liability Insurance in an amount not less than One Million Dollars (**\$1,000,000**) per occurrence subject to a Two Million Dollars (**\$2,000,000**) aggregate. The following is the minimum insurance and limits that the Contractor/Consultant must maintain. If the Contractor/Consultant maintains higher limits than the minimum shown below, the Town requires and shall be entitled to coverage for

the higher limits maintained by the Contractor/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance shall be available to the Town. The policy shall include the Town of Brooks, its officers and its employees, as additional insured, with primary overage as respects of the Town of Brooks, its officers and its employees, all contain a severability of interest provisions. The following indicate extensions of coverage must be provided:

- Products- Completed Operations Aggregate
- Personal and Advertising Injury
- Premises Operations
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Additional Insured Endorsement* (primary & non-contributing in favor of The Town of Brooks)
- Any other type of liability for which this Contract applies

523 Commercial Automobile Liability Insurance-

Contractor/Consultant must procure and maintain Automobile Liability Insurance for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles

If the Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either the Contractor/Consultant's personal automobile coverage or the Commercial General Liability coverage required under this Appendix A

524 Contractor's Pollution Liability

For losses caused by pollution conditions that arise from the operation of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

5.2.4.1 Coverage must be **identified as specific to the operations** as described in the Scope of Services in this Contract.

5.2.4.2 Pollution coverage must apply to all phases of work described in the Scope of Services in this Contract.

5.2.4.3 The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.

5.2.4.4 The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting

loss of the use thereof, clean-up cost, and the loss of the use of tangible property that has been physically damaged or destroyed

- 5.2.4.5** The policy shall include defense of including cost, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

525 Indemnification

Bidder shall agree to indemnify, defend, save and otherwise hold harmless the Town of Brooks GA, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the negligence of The Town of Brooks, GA. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of the Agreement and continue for a period of two (2) years after termination thereof. The successful Bidder shall protect The Town of Brooks, GA from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Bidder. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Bidder shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Bidder shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the Town of Brooks, Georgia, its departments, all elected and appointed officials for losses arising or alleged to have arisen out of any work performed in relation to the contract.

5.3 Bonding Requirements:

There are no Bonding Requirements for the ITB.

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APPENDIX B: REQUIRED FORM SUBMITTALS

5.4 Failure to submit any of the items below may cause rejection of the Bid.

- ___ Vendor's Information Form
- ___ Vendor's Execution of Bid Form
- ___ W-9 Form
- ___ Business Entity Certificate
- ___ Non-Conflict of Interest
- ___ Non-Collusion Affidavit
- ___ Acknowledgement of Bid
- ___ Reference and Release Form
- ___ Acknowledgement of Insurance Requirements
- ___ Certificate of Authority-Joint Venture
- ___ Illegal Immigration Reform Act-Bidder Affidavit
- ___ Illegal Immigration Reform Act-Sub-Bidder Affidavit
- ___ Sub-Bidder Information Sheet
- ___ Copy of Business License

5.5 Label the Sealed Bid Envelope as follows:

From: _____

ITB#2020-600 Annual Contract for Solid Waste Removal Services for
the Town of Brooks, Georgia

ITB OPENING DATE: June 5, 2020

DELIVER ONLY TO :
Town of Brooks
Attn: Town Manager
17 East Main Street South
Brooks, GA 30228

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TOWN OF BROOKS

VENDOR'S INFORMATION FORM

Legal Business Name: _____

Street Address: _____

Town, State & Zip: _____

Type of Business: State of Registration: _____

Name & Title of Authorized Signer: _____

Primary Contact: _____

Phone Fax: _____

Email: _____

Company Website: _____

Has your company ever been debarred from doing business with any federal, state or local agency: Yes _____ No _____

If yes, please state the agency name, dates, and reason for debarment.

This page must be completed and submitted with Bid

TOWN OF BROOKS

VENDOR'S EXECUTION OF BID FORM

Date: _____

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

_____ That this Invitation for Bid was signed by an authorized representative of the firm.

_____ That the potential Bidder has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That the potential Bidder agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this Bid is accepted within sixty (60) days from the date of opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

This page must be completed and submitted with Bid

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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TOWN OF BROOKS

BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the _____
_____ (title) of the Corporation named as Bidder herein, same being organized and
incorporated to do business under the laws of the State of _____; that
_____ who executed this Bid on behalf of the Bidder was, then
and there, _____ (title) and that said Bid was duly signed by
said officer for and on behalf of said corporation, pursuant to the authority of its governing
body and within the scope of its corporate powers.

This _____ day of _____, 20__.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to
sign to commit _____ named a Bidder in the foregoing Bid.
That said company is formed under the laws of the State of _____.

This _____ day of _____, 20__.

(Printed Name)

(Signature)

This page must be completed and submitted with Bid

TOWN OF BROOKS

NON-CONFLICT OF INTEREST

By submitting a Bid in response to this solicitation, Bidder represents that in the preparation and submission of this Bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or Bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the Town of Brooks, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Bids.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

This page must be completed and submitted with Bid

TOWN OF BROOKS

NON-COLLUSION AFFIDAVIT

I, _____ of the Town of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The respondent making the Bid for the above named Contract, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Brooks relied upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

(Name of Vendor)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

This page must be completed and submitted with Bid

TOWN OF BROOKS

ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
COUNTY OF FAYETTE

Before me, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing Bid submitted by _____ hereafter called "Bid" is duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bid affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its Bid in collusion with any other Bid, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned certifies that the proposed costs contained in this bid have been carefully checked and are submitted as correct and final and if Bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Invitation for Bid.

Bid Information:

(Company)

(Signature)

(Address)

(Printed Name)

(Town, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of _____
(Seal)

This page must be completed and submitted with Bid

TOWN OF BROOKS

REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime Bidders and each proposed Sub-Bidders using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Bid's experience and ability to perform the type of services listed in the ITB.

Reference #1:

Name of Company/Entity: _____

Mailing Address: _____

Town/State/Zip Code: _____

Contact Person Name: _____

Contract Person Phone No.: _____

Date Work Performed: _____

Brief Description of Work Performed: _____

Reference #2:

Name of Company/Entity: _____

Mailing Address: _____

Town/State/Zip Code: _____

Contact Person Name: _____

Contract Person Phone No.: _____

Date Work Performed: _____

Brief Description of Work Performed: _____

Reference #3:

Name of Company/Entity:_____

Mailing Address:_____

Town/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

Reference #4:

Name of Company/Entity:_____

Mailing Address:_____

Town/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

REFERENCE CHECK RELEASE STATEMENT

I hereby authorize you to contact the references provided above for purposes of the ITB.

Signed_____Title_____
(Authorized Signature)

Company Name_____ ☐ Bidder ☐ Sub-Bidder

Date_____

This page must be completed and submitted with Bid

TOWN OF BROOKS

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in ITB No. 2020-600 Annual Contract for Solid Waste Removal Services for the Town of Brooks, Georgia pertaining to insurance and/or bonding.

Bidder understands that it is required to share the Town's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Bidder receives a final contract from the Town, may result in the forfeiture of the bidder guarantee submitted with its Bid and/or the disqualification of Bidder from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and/or insurance contained in the Town's contract attached hereto as Appendix A.

Date: _____, 20__.

Corporate Bid

Name: _____
Title: _____

Non-Corporate Bid

Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

Notary Public (Seal)
My Commission Expires: _____

This page must be completed and submitted with Bid

TOWN OF BROOKS

CERTIFICATE OF AUTHORITY – JOINT VENTURE (Separate Certificate to be submitted by each joint venture partner)

I, _____, certify that:
(Name of secretary if Venturer is a corporation, Manager, or CEO if Venturer is a LLP of Venturer)

- ❖ I am the _____ of _____, (hereinafter “Venturer”);
(Title of person executing Certification) (Name of joint venture partner)
- ❖ Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid No. 2020-600 for Annual Contract for Solid Waste Removal Services.
- ❖ Venturer is organized and incorporated to do business under the laws of the State of _____; and
- ❖ Said Invitation to Bid No. 2020-600 was duly signed by said officer for and on behalf of said Venturer and the Bidder pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20_____.

By: _____
Signature of Person Executing Certification

This page must be completed and submitted with Bid

TOWN OF BROOKS

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT Bidder Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned Bidder verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of **The Town of Brooks**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Bidder will continue to use the federal work authorization program throughout the contract period and the undersigned Bidder will contract for the physical performance of services in satisfaction of such contract only with Sub-Bidders who present an affidavit to the Bidder with the information required by O.C.G.A. § 13-10-91(b). Bidder hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Bidder

ITB No. 2021-100 Annual Contract for Solid Waste Removal
Services

Name of Project

The Town of Brooks

Name of Public Employer

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

Executed on _____, 20__ in _____ (Town), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary public My Commission Expires _____

:

This page must be completed and submitted with Bid

TOWN OF BROOKS

ILLEGAL IMMIGRATION AND ENFORCEMENT ACT

SUB-BIDDER AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned Sub-Bidder verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____(name of Bidder)) on behalf of the **Town of Brooks** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Sub-Bidder will continue to use the federal work authorization program throughout the contract period and the undersigned Sub-Bidder will contract for the physical performance of services in satisfaction of such contract only with Sub-Bidders who present an affidavit to the Sub-Bidder with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Sub-Bidder will forward notice of the receipt of an affidavit from a Sub-Bidder to the Bidder within five business days of receipt. If the undersigned Sub-Bidder receives notice of receipt of an affidavit from any Sub-Bidder that has contracted with a Sub-Bidder to forward, within five business days of receipt, a copy of such notice to the Bidder. Sub-Bidder hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Bidder

ITB No. 2020-600 Annual Contract for Solid Waste

Removal Services

Name of Project

The Town of Brooks

Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (County), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____, day of _____, 20__.

Notary Public (Seal)

My Commission Expires

This page must be completed and submitted with Bid

TOWN OF BROOKS

SUB-BIDDER INFORMATION FORM

_____ I will not propose to subcontract some of the work on this project.

_____ I will propose to subcontract some of the work on this project and certify that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the work in the event that the Bid is awarded a Contract.

Please list all proposed Sub-Bidders below:

	Sub-Bidder (print Company Name)	Brief Description of Work to be Performed by Sub-Bidder	Percent of Work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

(Make additional copies as necessary)

6. ATTACHMENTS

Attachment A:

SCOPE OF SERVICES

1. INTRODUCTION

The Town of Brooks (Town) requests all qualified Bidders to submit formal sealed bids for Solid Waste Removal Services to approximately 209 accounts within the Town limits, divided as follows; residential accounts 200 and commercial accounts 9. Commercial accounts use 95-gallon carts, not front load dumpsters. The Town would need the price of 95-gallon carts included in the price. The work to be performed must consist of supplying all supervision, labor, materials, supplies, transportation and all equipment necessary for solid waste removal services as detailed. The Town would like a quote for the Contractor billing customers directly and one where the Town bills the customers directly.

- 1.1** All Bidders must comply with O.C.G.A § 12-8-24 Permits, which states that no person must engage in solid waste or special solid waste handling in Georgia or construct or operate a solid waste handling facility in Georgia, except those individuals exempted from Code Section 12-8-30.10, without first obtaining a permit from the Director authorizing such activity
- 1.2** The Town's solid waste consists of waste generated by residential homes and commercial offices, restaurants, offices, retail spaces, and other non-manufacturing activities.
- 1.3** Bidders must submit prices for solid waste removal services by residential and commercial., a long with bulk pick-up, back door service, second canister and recycling pick-up.
- 1.4** The contract term is for one (1) year and may be, at the discretion of the Town, automatically renewed two (2) consecutive times for a maximum of three (3) years.
- 1.5** The Bidder shall provide a direct point of contact to manage the accounts belonging to the Town.

2. SPECIFICATIONS

- 2.1** Work to be performed will include weekly pick up for Residential accounts and twice weekly pick-up for commercial accounts requiring cart collection service within the Town limits.
- 2.2** Services must meet or exceed specifications listed.
- 2.3** All equipment used by the Bidder to perform these services must be safe and in good working condition and must be subject to inspection by a representative designated by the Town.
- 2.4** The Town of Brooks reserves the right to add or delete containers and locations during the term of the contract as they deem to be in the best interest of the Town.

- 2.5** It is fully expected that all work will be satisfactory, and performed in an efficient manner, fully acceptable to the Town, and that competent supervision must be provided by the Bidder during the term of the contract.
- 2.6** The Bidder will be required to keep legible and detailed documentation on all work performed. Detailed documentation includes, but is not limited to following items:
- 26.1** Address of service;
 - 26.2** Date of service;
 - 26.3** Number of canister(s);
 - 26.4** Type of pick-up (regular, recycle, bulk);
 - 26.5** Commercial or Residential pick-up.

3. DEFINITIONS

- 3.1** "Bulk Items" may include waste materials from a residential source, other than construction debris, with a weight or volume greater than that allowed in contractor provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- 3.2** "Commercial Solid Waste" means all types of solid waste generated by store, offices, restaurants, warehouses, and other nonmanufacturing activities.
- 3.3** "Recyclable Materials" may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- 3.4** For the purpose of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial, and industrial solid waste that are permitted under the governing permits and then applicable laws to be acceptable at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- 3.5** For the purpose of this Agreement, "Unacceptable Solid Waste" means:
- 35.1** Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state, or local law, and applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;
 - 35.2** Explosive material, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos

insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

353 Any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

354 Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to the Contractor at any time.

3.6 “Disposal Facility” means any facility or location where the final deposition of solid waste occurs and includes but is not limited to landfilling and solid waste thermal treatment technology facilities.

3.7 “Generator” means any person in Georgia who creates solid waste.

3.8 “Landfill” means any area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compile.

3.9 “Leachate Collection System” means a system at a landfill for collection of leachates which may percolate through the waste and into the soils surrounding the landfill.

3.10 “Manifest” means a form or document used for identifying the quantity and composition and the origin, routing, and destination of special solid waste during its transportation from the point of generation, through any intermediate points, to the point of disposal, treatment, or storage.

3.11 “Private Industry Solid Waste Disposal Facility” means a disposal facility which is operated exclusively by and for a private solid waste generator for the purpose of accepting solid waste generated exclusively by said private solid waste generator.

3.12 “Solid Waste Handling” means the storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste or any combination thereof, of solid waste.

3.13 “Solid Waste Handling Facility” means any facility the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of solid waste.

3.14 The Bidder must replace all material at its expense if any materials or equipment is found to be non-compliant with the Specifications, including all handling and/or transportation charges.

- 3.15** The Town reserves the right to accept or reject any materials, commodities or equipment that does not conform to the Specifications contained in this ITB.
- 3.16** The Bidder must provide written certification that all required labor, materials, commodities, equipment meet all specifications and performance requirements set forth in the ITB.

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ATTACHMENT B COST BID FORM

Please provide total cost for each item listed, including all costs, direct and indirect, administrative costs, and all things necessary for Solid Waste Removal Services, as referenced in "Attachment A", Scope of Services.

Item #	Description	Number of pick-ups	Unit of Measure	Price Per Week / Occurrence
1	Residential Accounts	1	Week	
2	Commercial Accounts	1	Week	
3	Recycling Add-on	1	Week	
4	Residential Bulk Pick-up (per occurrence)	1	Per Occurrence	
5	Equipment (95 Gallon Cart) 1 st	N/A	EA	N/A
6	Equipment (95 Gallon Cart) 2 nd	N/A	EA	N/A

Bidder's Company Name: _____

Authorized signature: _____

Authorized Representative Name Typed or Printed: _____

Date of Bid Cost Form Completion: _____

Cost Bid must be completed and submitted with Bid in a Separate and Sealed Envelope.