

# **INVITATION TO BID**

**FOR**

**FC-8171**

## **YARD DEBRIS PROCESSING AND DIVERSION PROGRAM**



**ATLANTA, GEORGIA**

**RICHARD MENDOZA**  
Commissioner  
Department of Public Works

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP**  
Chief Procurement Officer  
Department of Procurement



## CITY OF ATLANTA

Kasim Reed  
Mayor

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

May 12, 2015

### ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement, a bid for **FC-8171, Yard Debris Processing and Diversion Program**. The City is soliciting bids from qualified firms to complete services associated with the City's yard debris process including volume reduction, final processing, reuse, transportation, and disposal of yard debris. The successful bidder will be responsible for providing all material, equipment, labor, and ancillary items for the required Scope of Work.

**A Pre-Bid Conference and Site Visit are scheduled for Tuesday, May 19, 2015. The Pre-Bid Conference will be held at 1:00 p.m. EDT**, in the Department of Procurement's Conference Room, at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303. The purpose of the Pre-Bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Public Works, Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions.

Subsequent to the Pre-Bid Conference, the City will host a **Site Visit, at 2:30 p.m. EDT**, at the City's facility located at 2175 James Jackson Parkway, Atlanta, GA 30318. Each bidder is responsible for securing travel to the facility. The central location for meeting the designated staff member will be at the gate of the facility between 2:15 p.m. and 2:30 p.m. EDT. Please be prompt to avoid delaying the Site Visit beyond the allotted time. The purpose of the Site Visit is to provide bidders with an opportunity to tour the City's operations. Bidders will be required to sign a release form for the Site Visit. Refer to the Instructions to Bidders for the Site Tour Release form required for entry. Further details regarding the Site Visit will be provided at the Pre-Bid Conference. Bidders are urged to attend both the Pre-Bid Conference and the Site Visit.

The last date to submit questions is **Thursday, May 21, 2015, at 2:00 p.m. EDT**. Questions will be responded to in the form of an addendum.

Your response to this Invitation to Bid ("ITB") will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m. EDT, Thursday, May 28, 2015.**

**Invitation to Bid**  
**FC-8171, Yard Debris Processing and Diversion Program**  
**May 12, 2015**  
**Page 2**

**\*\*ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M. EDT\*\***

Bids will be publicly opened and read at 2:01 p.m. on the respective due date at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303.

This ITB is being made available by electronic means. If accepted by such means, then the bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the bidder's possession and the version maintained by the Department of Procurement, the version maintained by the Department of Procurement shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to LaVern F. Tate, Esq., Contracting Officer, at [lfate@atlantaga.gov](mailto:lfate@atlantaga.gov) to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

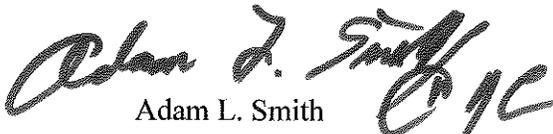
The bid document may be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, at a cost of **\$55.00** per package as of **Tuesday, May 12, 2015**, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact **LaVern F. Tate, Esq., Contracting Officer**, at (404) 865-8996, or by email at [lfate@atlantaga.gov](mailto:lfate@atlantaga.gov). Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

  
Adam L. Smith

**FC-8171, Yard Debris Processing and Diversion Program**

**Table of Contents**

<u><b>Section</b></u>	<u><b>Title</b></u>	<u><b>Page</b></u>
<b>Invitation to Bid</b>		
<b>PART I:</b>		
<b>Section 1 - Instructions to Bidders</b>		
1.	Solicitation/Not an Offer	1
2.	Receipt and Opening of Bids	1
3.	Preparation of Bids	2
4.	Georgia Utility Contractor’s License <b>(NOT APPLICABLE)</b>	2
5.	How to Submit Bids	3
6.	Execution of Bidding Documents	4
7.	Failure to Bid	4
8.	Errors in Bids	4
9.	Disqualification of Bidders	5
10.	Rejection of Bids	5
11.	Failure to Perform	6
12.	Bid Schedule	6
13.	Bid Guarantee	6
14.	Statement of Bidders Qualifications	7
15.	Affidavit	7
16.	Equal Business Opportunity Program	7
17.	Authorization to Transact Business	8
18.	Business Non-Discrimination Policy	8
19.	Equal Employment Opportunity in Purchasing and Contracting	8
20.	Contract Employment Report	8
21.	First Source Jobs Policy Employment Agreement	8
22.	Bid Form; Bid Data; Checklist	8
23.	Wage Rates of City of Atlanta Funded Construction Projects <b>(NOT APPLICABLE)</b>	9
24.	Pre-Bid Inspection	9
25.	Addenda and Interpretations	9
26.	Pre-Bid Conference	10
27.	Time for Receiving Bids	10
28.	Bid Modification and Withdrawal	10
29.	Bid Evaluation	11
30.	Award Criteria	12
31.	Surety Bonds	13
32.	Power of Attorney	14
33.	Insurance Requirements	14
34.	Laws and Regulations	15
35.	Agreement Terms	15

36.	Liquidated Damages ( <b>NOT APPLICABLE</b> )	15
37.	Execution of Agreement	15
38.	Pre-Construction Conference ( <b>NOT APPLICABLE</b> )	15
39.	Substitutions ( <b>NOT APPLICABLE</b> )	15
40.	Illegal Immigration Reform and Enforcement Act	18
	➤ Site Tour Release Form	

## **Section 2 – Required Submittal Forms**

- Form 1; Illegal Immigration Reform and Enforcement Act Forms
- Form 2; Contractor Disclosure Form
- Form 3; Bid Bond
- Form 4.1; Certification of Insurance Ability
- Form 4.2; Certification of Bonding Ability
- Form 5; Acknowledgment of Addenda
- Form 6; Bidder’s Contact Directory
- Form 7; Reference List
- Form 8; Required Submittal Checklist

## **PART II**

### **Exhibit A – Services Agreement**

### **Exhibit B – General Conditions (N/A)**

### **Exhibit C – Special Conditions (N/A)**

### **Exhibit D – Bid Schedule and Pricing Information**

### **Exhibit E – Scope of Work or Services**

### **Exhibit F – Drawings (N/A)**

### **Exhibit G – Additional Required Submittals:**

#### **Appendix A – OCC Requirements**

#### **Appendix B – Insurance and Bonding Requirements**

#### **Appendix C – Local Bidder Preference Program**

**PART I**

**SECTION 1 – INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 1. SOLICITATION/NOT AN OFFER

This solicitation does not constitute an offer by the City of Atlanta (the “City”) to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with the City. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with the City.

**This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City.**

This solicitation is an invitation for the Bidder to make an offer to the City in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the City to any contractual Agreement until such time as the Agreement has first been awarded by the City to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of the City designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, including all ordinances of the City and all requirements of the solicitation.

**YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN EXCEPT AS AUTHORIZED IN THE CODE OF ORDINANCES OF THE CITY OF ATLANTA.**

Your response to this solicitation is a firm offer, which the City may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by the City will form an Agreement, which is enforceable against you. **Your offer may not be withdrawn except under the terms and conditions specified in the Procurement and Real Estate Code of the City of Atlanta as codified in Part 5, Chapter 5 of the Code of Ordinances of the City of Atlanta or OCGA 36-91-52.**

### 2. RECEIPT AND OPENING OF BIDS

Sealed Bids for **FC-8171, Yard Debris Processing and Diversion Program** will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303, **no later than 2:00 P.M., EDT**, (as verified by the Bureau of National Standards), on **Thursday, May 28, 2015**.

**ABSOLUTELY NO BID WILL BE ACCEPTED AFTER 2:00 P.M. EDT**

All Bids received by the time and date established above will be opened and publicly read.

**3. PREPARATION OF BIDS**

All Bids must be submitted on bid document forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of Work affecting the item to which such amount relates.

The City may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid.

**4. GEORGIA UTILITY CONTRACTOR'S LICENSE (NOT APPLICABLE)**

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A utility Contractor's license number held by a Subcontractor or issued by another state does **NOT** fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit the certificate included in Exhibit G.

5. **HOW TO SUBMIT BIDS**

The Bid and required submittals, including the Bid Schedule, the Bid Documentation, the Bid Form, the acknowledgment of each Addendum, the Bid Bond Guarantee, the Power of Attorney for the attorney-in-fact signing the Bid Guarantee, the Affidavit, Office of Contract Compliance forms/certificates, and other documents as required in these Agreement documents may be photocopied for submission of Bids. **Submit (1) original and seven (7) copies of the Bid and required attachments.** In addition to the hard copy submittals, each Bidder shall submit two (2) digital versions of its Bid in Adobe Portable Document Format (PDF) on Compact Discs (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) should be a redacted version of your hard copy Bid. Please refer to the Georgia Open Records Act (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

The City assumes no liability for differences in information contained in a Bidder's printed Bid and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name and the CD Number.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name and numbers, **FC-8171, Yard Debris Processing and Diversion Program**, name of Bidder and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue S.W., Suite 1900  
City Hall South  
Atlanta, GA 30303-0307

**6. EXECUTION OF BIDDING DOCUMENTS**

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

- a. If the Bidder is a corporation, all documents requiring execution by the Bidder shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.
- b. If the Bidder is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.
- c. If the Bidder is an individual doing business under a trade name, all documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.
- d. If the Bidder is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.
- e. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, or d of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

**7. FAILURE TO BID**

Your failure to respond to this Invitation to Bid may result in the removal of your company from the City's Bid list.

**8. ERRORS IN BIDS**

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

**9. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion, the City adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;
- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- g. Uncompleted Work for which the Bidder is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Bidder; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

**10. REJECTION OF BIDS**

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of Bids.

**11. FAILURE TO PERFORM**

If for any reason the Contractor fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the City reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

**12. BID SCHEDULE (REQUIRED SUBMITTAL)**

Unit prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

**13. BID GUARANTEE (REQUIRED SUBMITTAL)**

**Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount.** Bidders offering alternative Bids shall provide a guaranty for the largest total Bid amount. At the option of the Bidder, the guaranty may be cash, a certified check payable to the order of the City or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within three (3) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails within the time stipulated to execute the Agreement and to furnish the other documents required, the City will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

**14. STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED SUBMITTAL)**

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

The cause for rejection shall include:

- a. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;
- b. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;
- c. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or
- d. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

**15. AFFIDAVIT (REQUIRED SUBMITTAL)**

Affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in this affidavit may be grounds for rejection of Bid, or termination of Agreement by the City, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

**16. EQUAL BUSINESS OPPORTUNITY PROGRAM (REQUIRED SUBMITTAL)**

The Bidder shall complete the Equal Business Opportunity (“**EBO**”) Program documents in accordance with the instructions included in Appendix A, Requirements of the Office of Contract Compliance and shall properly execute the documents.

A determination by the City that misstatements have been made by the Bidder in this document shall cause rejection of Bid or termination of Agreement, as appropriate and shall be grounds for other remedies available under City ordinances, and state or federal statutes.

**17. AUTHORIZATION TO TRANSACT BUSINESS (REQUIRED SUBMITTAL)**

Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

**18. BUSINESS NON-DISCRIMINATION POLICY**

The City prefers to do business with firms or institutions that include representation of minorities and women at all levels.

**19. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder(s) must certify and fully comply with the requirements, terms, and conditions of the section on EEO.

**20. CONTRACT EMPLOYMENT REPORT**

Upon award of an Agreement with the City, the successful Bidder must submit a Contract Employment Report (“**CER**”) and supplemental information as required to comply with the paragraph, “Monitoring of EEO Policy, Requirements of the Office of Contract Compliance”.

**21. FIRST SOURCE JOBS POLICY EMPLOYMENT AGREEMENT (REQUIRED SUBMITTAL LOCATED IN APPENDIX A)**

The Bidder shall acknowledge and implement the First Source Jobs Policy.

**22. BID FORM; BID DATA; CHECKLIST (REQUIRED SUBMITTALS)**

The Bidder must complete and execute these sections of the Bidding documents.

**23. WAGE RATES OF CITY OF ATLANTA FUNDED CONSTRUCTION PROJECTS (NOT APPLICABLE)**

Contractor is Responsible for all Federal and State government wage requirements.

**24. PRE-BID INSPECTION**

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall make itself familiar with all of the Agreement documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

**25. ADDENDA AND INTERPRETATIONS**

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to: LaVern F. Tate, Esq., Contracting Officer, City of Atlanta, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, or faxed to (404) 589-5857 or emailed to [lfate@atlantaga.gov](mailto:lfate@atlantaga.gov), and must be received by **Thursday, May 21, 2015 at 2:00 P.M. EDT**. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents, and when issued, will be on file in the Department of Procurement. In addition, all addenda will be mailed to each person holding Bidding Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The City shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than **2:00 P.M. EDT on Thursday, May 21, 2015**.

**26. PRE-BID CONFERENCE**

A Pre-bid Conference will be held on **Tuesday, May 19, 2015, at 1:00 P.M. EDT**, in Suite 1900, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. Any additional questions raised by Bidders will be discussed. It is **strongly** encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. **Oral answers to questions during the Pre-bid Conference will not be authoritative.**

It should be emphasized that nothing stated or discussed during the course of this Conference or the Site Visit shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

**27. TIME FOR RECEIVING BIDS**

Sealed Bids for this project will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., City Hall South, Atlanta, GA 30303, no later than 2:00 P.M. EDT, (as verified by the Bureau of National Standards) on **Thursday, May 28, 2015. ABSOLUTELY NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. EDT ON THE RESPECTIVE DATE.** All Bids received by the time and date set forth will be opened publicly and read at **2:01 P.M. EDT** in the Department of Procurement Bid Conference Room, Suite 1900, at the aforementioned address.

Bids received prior to the advertised hour of opening will be kept secured and sealed. The contracting officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

**28. BID MODIFICATION AND WITHDRAWAL**

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the City no later than the Bid opening time and date. Modifications

should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the City until the sealed Bid is opened.

Bids may be withdrawn after they have been submitted, but only before the Bid opening date and time. Withdrawn bids may be resubmitted, but only in the manner in which the Bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn between the Bid opening time and one hundred and eighty (180) calendar days thereafter, except as may be agreed upon by a written agreement between the Bidder and the City.

## **29. BID EVALUATION**

- a. Each Bid timely received and in the City's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **one hundred eighty (180) calendar days** after the Bid opening and will not be withdrawn or modified during that time. The City may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the City and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the City will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, Local Preference Program, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The City reserves the right to disapprove any proposed Subcontractor or equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

- e. The City reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. Where only a single responsible and responsive Bid is received, the City may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the City's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the City, in its sole discretion, that the bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the City reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The City intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder, provided that the Bid is within the funds available for the project. In addition, the City reserves the right to reject any and/or all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

**30. AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- a. The **responsiveness** of a Bidder is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
  2. The completeness of all material, documents and/or information required by the City; and
  3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- b. The **responsibility** of a Bidder is determined by the following:
1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
  2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
  3. The character, integrity, reputation, judgment, experience and efficiency of the Bidders;
  4. The quality of performance of previous contracts or work;
  5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
  6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;
  7. The compliance of the Bidder with the requirements of Division II, Equal Employment Opportunity (EEO), and Division 12, Minority and Female Business Enterprises, of the City's Department of Procurement;
  8. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
  9. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

**31. SURETY BONDS**

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

**32. POWER OF ATTORNEY**

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

**33. INSURANCE 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.

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability

insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

**34. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

- a. Wages under this Agreement must not be less than the minimum wage rates specified for Atlanta-funded projects as set forth in these documents;
- b. Applicable provisions of the Occupational Safety and Health Act (“**OSHA**”) must be observed during Work under this Agreement; and
- c. Appendix A – Requirements of the Office of Contract Compliance.

**35. AGREEMENT TERMS**

Contractor shall commence work with adequate force and equipment on a date specified in a written order from the City of Atlanta, and shall complete the work within two (2) years with the option to renew for three (3) one (1) year renewals.

**36. LIQUIDATED DAMAGES (NOT APPLICABLE)**

The performance of the Work under Agreement within the specified time is essential to the City's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule.

**37. EXECUTION OF AGREEMENT**

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City **seven (7) copies** of the Services Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance

certificates. The failure of the successful Bidder to execute the Services Agreement and to supply the required bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the City may either award the Agreement to the next lowest responsive Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

**38. PRE-CONSTRUCTION CONFERENCE (NOT APPLICABLE)**

A pre-construction conference may be held with the successful Bidder(s) and all known Subcontractors at a time and place set by the City.

**39. SUBSTITUTIONS (NOT APPLICABLE)**

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Whenever the design is based on a specific product of a particular manufacturer or manufacturers, the manufacturer(s) will be shown on the Drawings and/or listed in the Specifications. Any item other than those so designated shall be considered a substitution.

If the manufacturer is named in the Drawings and/or detailed specifications as an approved manufacturer, products of that manufacturer meeting all Specification requirements are acceptable.

Approval of any substitution will be made under the following provisions:

- a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:
  1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and

facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;

2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;
  3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;
  4. A list of existing installations of equipment similar in type and size;
  5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;
  6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;
  7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;
  8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
  9. All other information necessary to fully evaluate the product for consideration.
- b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

NOTE: Bids based on equipment, which has not received the approval of the Engineer, will render the Bidder as non-responsive and cause rejection of the Bid.

- c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Engineer in accordance with General Condition 28.

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder shall include in his bid the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

#### **40. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT**

Each Bidder must complete and submit a Contractor's Affidavit attached hereto as Part I, Section 2, Form 1; Illegal Immigration Reform and Enforcement Act Forms with its bid. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "ACT"). Pursuant to the Act, the Bidder must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a complete Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders/proponents intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

**+ + + END OF INSTRUCTIONS TO BIDDERS + + +**

**SITE TOUR RELEASE FOR FC-8171, Yard Debris Processing and Diversion Program**

**Release and Waiver:** Prospective Bidders (“**Bidder**”) agrees to accept and assume all risks arising directly or indirectly out of any visit or entry by Bidders or its Authorized Persons to the City Facility at 2175 James Jackson Parkway, Atlanta, GA 30318 at (hereinafter, called “**Facilities**”). Bidder agrees that the City of Atlanta (the “**City**”) and its agents, employees and consultants shall have no duty of care to keep the Facilities safe for entry or use. Bidder agrees that the City does not, grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Bidder or its Authorized Persons on the Facilities, and Bidder hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Bidder, its Authorized Agents, or their respective employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Bidder or its Authorized Persons.

**Indemnity:** Notwithstanding any general liability or other insurance that may be maintained by Bidder, Bidder shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Prospective Bidder or its Authorized Persons; provided, however, that the indemnity obligations of Bidder shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

**Confidential Information:** Bidder recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

**PROSPECTIVE BIDDER:**

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## **PART I**

### **SECTION 2 – REQUIRED SUBMITTAL FORMS**

## **Required Submittal (FORM 1)**

### **Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

#### **INSTRUCTIONS TO BIDDERS:**

All Bidders must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Bidders in complying with the requirements of the City's procurement process and the terms of this ITB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Bid prior to Bid due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. 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 Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a Bid as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Bid submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Bidder's Response to the ITB.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of Bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: **FC-8171, Yard Debris Processing and Diversion Program**

Name of Public Employer: City of Atlanta

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (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: \_\_\_\_\_

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 contractor)) on behalf of the City of Atlanta 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor 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 Subcontractor: \_\_\_\_\_

Name of Project: **FC-8171, Yard Debris Processing and Diversion Program**

Name of Public Employer: City of Atlanta

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (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: \_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 1 of 7)**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT**

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a Bid in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.</b>

**Instructions:** Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
  
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
  
2. Telephone and Facsimile Numbers:
  
3. E-Mail Address:
  
4. Name and title of Contact Person for the Individual/Entity:
  
5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 2 of 7)**

### C. Questionnaire

If you answer “YES” to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.
  
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**
  
3. If “yes” to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**
  
4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**
  
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**
  
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  - (a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**
  
  - (b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**
  
  - (c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 3 of 7)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

**YES**    **NO**  
   

(b) directly or indirectly, received revenues from the City?

**YES**    **NO**  
   

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

**YES**    **NO**  
   

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

**YES**    **NO**  
   

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

**YES**    **NO**  
   

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

**YES**    **NO**  
   

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

**YES**    **NO**  
   

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

**YES**    **NO**  
   

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below [*Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided*]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

**YES**    **NO**  
   

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

**YES**    **NO**  
   

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 4 of 7)**

## **D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

“I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror.”

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality** . Details of the Bids will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 5 of 7)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 6 of 7)**

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed** \_\_\_\_\_ **Name:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
\_\_\_\_\_  
**(title) of** \_\_\_\_\_ **(entity or partnership name) this**  
\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

\_\_\_\_\_

**Required Submittal (FORM 3)**

**Required Submittal "Unless a Bidder Elects to Submit an Alternative Form of Payment"**

**Bid Bond (Page 1 of 2)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8171, Yard Debris Processing and Diversion Program**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8171, Yard Debris Processing and Diversion Program**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court.

**Required Submittal "Unless a Bidder Elects to Submit an Alternative Form of Payment"**  
**(FORM 3)**

**Bid Bond (Page 2 of 2)**

Enclosed is a Bid Bond in the approved form, in the amount of either:

[i] \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_), being in the amount of 5% of the CONTRACT Sum; or  
[ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8171, Yard Debris Processing and Diversion Program**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Corporate Bidder:**

[Insert Corporate Name]

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Bidder:**

[Insert Bidder Name]

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**Surety:**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Required Submittal (FORM 4.1)**

**Certification of Insurance Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert insurance company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8171, Yard Debris Processing and Diversion Program** , (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

**PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

**Insurer:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 4.2)**

**Certification of Bonding Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert surety company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](**"Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8171, Yard Debris Processing and Diversion Program**, (**"Project"**) and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, \_\_\_\_\_ (**"Offeror"**) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only**: The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ \_\_\_\_\_ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

**PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

**Surety:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 5)**

**Acknowledgment of Addenda**

Bidders should sign below and return this form with their Bid(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8171, Yard Debris Processing and Diversion Program:**

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Bidder:

[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Bidder:

[Insert Bidder Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 6)**

**Bidder Contact Directory**<sup>1</sup>

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

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<sup>1</sup> The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Bidder's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this ITB at Part 5.

**Required Submittal (FORM 7)**

**Reference List**

Each Bidder must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Bidder's performance ability and credibility in a particular industry or trade.

Reference:                   Name  
                                  Address  
                                  City, State, Zip  
                                  Phone  
                                  Fax

Project Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Bidder's Role and Responsibilities:

Current Completion Status:

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*(Use the Same Format to Provide the Additional References)*

## **Required Submittal (FORM 8)**

### **Required Submittal Checklist**

#### **Checklist page 1 of 2**

The following submittals shall be completed and submitted with each Bid see table below “Required Bid Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Bid, signed and dated, and seven (7) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder’s printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

**Required Submittal (FORM 8)**

**Checklist page 2 of 2**

	Required Bid Submittal Check Sheet	Check (√)
1	<b>Part I – Instruction to Bidders (Bid Guarantee Included)</b>	( )
2	<b>Appendix A - Office of Contract Compliance (Required Submittals Included)</b>	( )
3	<b>Part I, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</b> <input type="checkbox"/> <b>Form 1: Illegal Immigration Reform and Enforcement Act Forms</b> <input type="checkbox"/> <b>Form 2: Contractor Disclosure Form</b> <input type="checkbox"/> <b>Form 3: Bid Bond/Guarantee Form</b> <input type="checkbox"/> <b>Form 4.1: Certification of Insurance Ability</b> <input type="checkbox"/> <b>Form 4.2: Certification of Bonding Ability</b> <input type="checkbox"/> <b>Form 5: Acknowledgment of Addenda</b> <input type="checkbox"/> <b>Form 6: Bidder’s Contact Directory</b> <input type="checkbox"/> <b>Form 7: Reference List</b> <input type="checkbox"/> <b>Form 8: Required Submittal Checklist</b> <input type="checkbox"/> <b>Georgia Utility Contractor’s License Certification (N/A)</b> <input type="checkbox"/> <b>Statement of Bidder’s Qualifications Form, Notarized</b> <input type="checkbox"/> <b>Statement of Bidder’s Qualifications, Company Experience</b>	
4	<b>Bidder’s Official Company Name:</b> <b>Company Physical Address:</b>	
5	<b>President/Vice President/Owner Name:</b> _____ <b>Title:</b> _____ <b>Office Telephone Number:</b> _____ <b>Direct Cell Telephone Number:</b> _____ <b>Email Address:</b> _____	
6	<b>Primary Point-of-Contact Concerning ITB:</b> _____ <b>Title:</b> _____ <b>Office Telephone Number:</b> _____ <b>Direct Cell Telephone Number:</b> _____ <b>Email Address:</b> _____	

**PART II:**

**EXHIBIT A**

**DRAFT AGREEMENT**

**SERVICES AGREEMENT; CONTRACT NO. FC-8171**

**YARD DEBRIS PROCESSING AND DIVERSION PROGRAM**

This Services Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below.

<b>Contract Name:</b>	<b>Contract No. FC-</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

**1. Background.**

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$ \_\_\_\_\_ (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

**2. Term.**

2.1 Initial Term. This Agreement shall commence on the Effective Date and end two (2) years from the Effective Date. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for three (3) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within five (5) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its

initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

### **3. Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

**4. Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

### **5. Services.**

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>2</sup> All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments,

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## **6. Service Provider's Obligations**

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

## **7. City's Authorized Representative.**

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## **8. Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

**9. Service Provider Representations and Warranties**. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

## **10. Compliance with Laws.**

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored

by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider’s name, with the same force and effect as if performed by Service Provider.

### **13. Audit and Inspection Rights.**

#### **13.1 General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections

and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

#### **14. Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent

such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF

FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the

termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled “Termination by City for Convenience”**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider’s sole remedy and City’s sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## **19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

## **20. General.**

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may

withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**City of Atlanta**

**[Service Provider]**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Municipal Clerk (Seal)**

**Approved:**

\_\_\_\_\_  
**[Using Agency]**

\_\_\_\_\_  
**Chief Procurement Officer**

**Approved as to form:**

\_\_\_\_\_  
**City Attorney**

**Signature Block Options for Service Provider:**

**Corporate signature:**

**[Insert Corporate Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Limited Liability Company:**

**[Insert LLC Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**EXHIBIT A**  
**SERVICES AND ADDITIONAL COMPENSATION TERMS**

DRAFT

## **EXHIBIT B** **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

**EXHIBIT C**  
**AUTHORIZING LEGISLATION**

DRAFT

**EXHIBIT D**  
**CITY SECURITY POLICIES**

DRAFT

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

- 1.** If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
- 2.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 3.** If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 4.** If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**

DRAFT

**APPENDIX B; INSURANCE AND BONDING REQUIREMENTS**

DRAFT

**EXHIBIT B**  
**GENERAL CONDITIONS**

**NOT APPLICABLE**

**EXHIBIT C**  
**SPECIAL CONDITIONS**

**NOT APPLICABLE**

**EXHIBIT D**

**BID SCHEDULE AND PRICING INFORMATION**

**EXHIBIT D**  
**YARD DEBRIS BID SCHEDULE**

Bidder will be evaluated on the competitiveness of the total base bid amount.  
Submit costs for both Options I and II (mandatory).

Option I – Processing at City Site and Transport to NON City Site      \$\_\_\_\_\_ /Ton  
Materials Handling Cost  
\*This price will remain in effect until the  
final destination is transitioned to the  
designated “City Site”.

Option II – Processing at City Site and Transport to City Site      \$\_\_\_\_\_ /Ton  
Materials Handling Cost  
\*This price is effective once the final  
destination is the designated “City Site”

Option III—Alternative Method (explain)      \$\_\_\_\_\_ / \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E**  
**SCOPE OF WORK OR SERVICES**

# **YARD DEBRIS PROCESSING AND DIVERSION PROGRAM**

## **Scope of Service**

### **1.0 Introduction**

The City of Atlanta intends to select a Contractor to complete the following services associated with the City's yard debris process which includes Volume Reduction, Final Process, Reuse and/or Disposal work, and Transportation for residential and parks yard debris.

### **1.1 The Invitation to Bid (ITB)**

The City of Atlanta (City), in order to comply with the Comprehensive Solid Waste Management Act of 1990 (Act) and its later amendments, instituted a Yard Debris Diversion Program in 1997. This program permits the City to comply with the Act which prohibits the disposal of yard debris with and at, municipal solid waste landfill. In addition, this program assists the City in achieving the City's zero-waste goal and the State's waste reduction goals of twenty-five percent (25%). The Yard Debris Program serves as a method of waste stream diversion that will enable the City to comply with the Act in two ways:

- it meets the City's need to provide separate collection of yard debris for its residential population and consider expansion of services due to demographic and programmatic changes; and
- it allows yard debris to be collected, processed, and used as mulch, wood chips, compost, or for other reuse applications. In doing so, the City assists the State in meeting the goal of reducing by twenty-five percent (25%), the amount of municipal solid waste being received at solid waste disposal facilities according to 1992 assessments.

### **2.0 Purpose of the ITB**

The purpose of this ITB is to identify a Contractor that is capable of processing organic yard debris collected by the City from residents and parks to produce quality, desirable reuse products such as compost, wood chips, mulch, or other marketable product(s). For the purposes of this ITB, yard debris is defined as grass clippings, small brush, tree debris, hedge clippings, leaves, shrub and trees, discarded Christmas trees, and nursery or greenhouse vegetative residual currently located at 2175 James Jackson Parkway, Atlanta GA; or other staging area(s) to be designated and provided by the City.

**A. VOLUME REDUCTION** - The Contractor shall provide yard debris volume reduction by chipping, shredding or grinding debris at the City's processing site located at 2175 James Jackson Parkway, Atlanta, GA 30318.

(1) The City will provide the processing site. Yard debris will be collected and transported by the City to the processing site. The City produces a quantity

of approximately one hundred twenty-five (125) tons per day of unprocessed yard debris, which is mostly containerized in brown paper bags or formulated as feedstock.

- (2) Contractor will process (shred, chip or grind), will load processed materials, will transport processed materials in vehicles and will haul processed material to an approved final destination(s).
- (3) Contractor must provide detailed information on the processing equipment which includes at a minimum, a track loader and grinder or a shredder. The purpose is to allow the City to determine the acceptability of the equipment for processing of the City's yard debris.
- (4) All materials delivered to the site by the City must be processed by the end of the next business day following the day of delivery.

**B. PROCESSING/DISPOSAL** - The Contractor shall provide for the final processing of yard debris collected by the City and shall process at the volume reduction site(s) as stated above.

- (1) Processing may include any process that will provide for the legal final disposition of the City's yard debris. However, processes that provide for the reuse of the yard debris material are preferred over those that only provide for the disposal of the material at a legal disposal site.
- (2) Bidder must provide sufficient information on the proposed final destination and/or reuse site for the City to determine the acceptability of the process for legal final disposition of the City's yard debris. At a minimum, Contractor must demonstrate that acceptance of processed yard debris material at each site proposed is allowable under local, state, and federal rules and regulations, and that each site has all necessary permits and license for each process proposed. Contractor may propose multiple processing methods and final destination sites.
- (3) Each final destination site proposed must have the capacity to accept at least one hundred twenty-five (125) tons of yard debris, shredded, chipped or mulched, daily.
- (4) The City will be responsible for transporting and disposing of any objectionable material. For the purpose of the Scope of Service, objectionable material is any material that is not suitable for use in final processing, including but not limited to plastic, metal and glass.

The City of Atlanta seeks bids for a Yard Debris Processing and Diversion Program that examine the following options:

### **Option I – PROCESS & TRANSPORT TO NON-CITY SITE**

Contractor shall operate a full-scale processing facility, including materials handling such as pushing, lifting and relocating yard debris from one location on the working face to another. The Contractor must provide necessary staff and necessary equipment to maintain a clear working face at all times during the hours of operation. Hours of operation include but are not limited to evenings, weekends and holidays.

The City shall provide the services of collecting and transporting approximately five hundred fifty (550) tons per week of unprocessed yard debris feedstock to the City's current facility. The Contractor shall load and haul yard debris to a reuse facility. Contractor will operate processing equipment, provide loading and transportation of processed material for reuse or disposal at a site(s) designated by the Contractor but approved by the City.

### **Option II – PROCESS & TRANSPORT TO CITY SITE**

Contractor shall operate a full-scale processing facility, including materials handling such as pushing, lifting and relocating yard debris from one location on the working face to another. The Contractor must provide necessary staff and necessary equipment to maintain a clear working face at all times during the hours of operation. Hours of operation include but are not limited to evenings, weekends and holidays.

The City will collect and will transport yard debris feedstock to the City's processing site. The Contractor shall load and transport processed material to a site designated by the City for reuse in a current City process. The Contractor will operate the processing equipment, will load processed material and will provide transportation of approximately five hundred fifty (550) tons per week of processed yard debris to the City's reuse facility located approximately twenty-five (25) miles from the City's processing facility.

Contractor interested in providing processing of the yard debris must specify the location of all proposed final sites. The site(s) must be available to accept the City's processed yard debris no later than June 1, 2015. The facility must accept processed yard debris containing paper bags or loose material. The Contractor must specify any limitations on acceptable size and diameter of brush.

### **3.0 Program Goals**

In addition to the purpose and goals mentioned above, the City's yard debris processing and diversion program must meet the following criteria as well:

- Contractor is expected to produce high quality product(s) –such as wood chips, mulch, compost, fire wood, or have other beneficial reuse applications.

- Contractor is expected to reuse processed material. Contractor is expected to conserve fossil fuel and to reduce City funds in the transportation of yard debris by locating facilities convenient to the City.

#### **4.0 Terms/Contract Duration**

The contract terms for this ITB will be for two (2) years, with three (3) one (1) year renewal options at the City's sole discretion. Bidder must be available for processing/hauling by June 1, 2015. On or around February 2017, the final location of all processed yard debris may transition from the Bidder site(s) to a designated City facility located approximately twenty-five (25) miles from the City's processing facility.

#### **5.0 Facility Sizing**

An estimated twenty-seven thousand (27,000) tons per year of yard debris will be generated by the City of Atlanta. Yard debris and trees will be collected from approximately ninety-six thousand (96,000) single family residences, multi-family residences and City owned parks. The Contractor shall consider increased participation in this program to accommodate potential commercial facilities (businesses, apartment buildings, etc.). Yard debris tonnage is estimated by historical tonnage data. The anticipated tonnage twenty-seven thousand (27,000) is strictly an estimate and will not be guaranteed to any one or combination of sites. If the Contractor envisions one facility is to receive all of the yard debris, it should be designed for an average tonnage capacity of one hundred twenty-five (125) tons per day and a peak tonnage capacity of two hundred (200) tons per day. This range is subject to fluctuate due to inclement weather, seasonal and demographic variables. This quantity assumes a three hundred (300) tons per day operating year for collections.

#### **6.0 Processing and Hauling Standards & Capabilities**

The following items outline processing standards required by the City. Additional standards may be required in the final agreement. Contractor may offer alternative standards if they demonstrate to the City's satisfaction that their bid offers an equivalent or better process of operation achievable of the standards below in Table 1.

TABLE I - FINAL PRODUCT SPECIFICATIONS

<b>PRODUCT<sup>1</sup></b>	<b>PERCENT CONTAMINATION<sup>2</sup></b>	<b>FINAL PRODUCT STANDARDS<sup>3</sup></b>	<b>1ST RIGHT OF REFUSAL<sup>4</sup></b>
WOOD CHIPS	<1% (dry weight) of contaminants such as plastic, glass, metal, or other foreign material	Absent of any objectionable odors and color. Particle size must be <2.5"	2.5%
MULCH	<2% (dry weight) of contaminants such as plastic, glass, etc. and within EPA Standards for heavy metals and have no objectionable odors or colors.	Particle size must be <2.0" Moisture Content must be 35-60% Organic Matter must be >25% Soluble Salts must be <11(mmhos/cm) pH between 6.5 to 8.0 Zero/Traces of Sulfides	2.5%
COMPOST	<1% (dry weight) of contaminants such as plastic, glass, etc. and within EPA Standards for heavy metals and have no objectionable odors or colors.	Particle size must be <1/4" Moisture Content must be 30-35% Organic Matter must be >25% Soluble Salts must be < 2.0 (mmhos/cm) CO <sub>2</sub> of <1% Zero to Traces of Sulfides pH between 6.5 - 8.0 Ammonia levels of < 0.05 ppm Ammonium levels of < 0.2 to 3.0 ppm Nitrites of <1.0 ppm Nitrate levels of < 300 ppm	2.5%

COLUMN HEADINGS DEFINED

1. Identifies the final product to be produced.
2. Means the maximum acceptable percent of foreign contamination/material in final product.
3. Specifies the minimum quality and characteristics of the final product
4. Means the amount of product that may be picked up by the City from processing facilities on a monthly basis, based on the percentage of the incoming weight of acceptable Yard Debris (as defined herein) delivered to the processing facility, during the month period, three months prior to the month which the City picks up the above materials. Quantities of the above materials eligible to be picked up by the City, but not picked up by the City during any one month period shall be carried forward for six months.

**7.0 Yard Debris Processing**

1. Processing  
The Contractor selected must provide sufficient labor, materials, and equipment to inspect and remove objectionable material (residue) from all yard debris prior to processing. The Contractor selected must also provide sufficient labor, materials, and equipment to reduce the volume of delivered materials by chipping, grinding, or shredding, and then load all

reduced yard debris into vehicles to be provided by the City or others. For the purpose of this ITB, objectionable material (residue) is any material which is not suitable for use in yard debris compost or reuse material, including but not limited to plastic, metal and glass.

All yard debris must be processed and loaded into transportation vehicles by the end of the following business day.

The final product from proposed processing must be suitable for use in the yard debris composting facilities described in Options I and II of this ITB.

2. **Inorganic Material Residue**  
Material termed as “Residue” (trash, plastic, etc.) removed from City yard debris by the facility operator will be placed by the facility operator into receptacles provided by the City. The City shall be responsible for the transportation and disposal of the residue materials.
3. **Legal Requirements**  
The Contractor must operate the facility such that their operations meet all Federal, State, and local laws, rules, regulations, permit requirements, and license conditions, including, but not limited to, those regarding noise, dust, air quality, water quality, stormwater, odor, worker safety, and any other applicable regulations, except to the extent that more stringent standards are imposed by this ITB.

## **8.0 Transportation**

1. **General Requirements**  
The Contractor must provide sufficient labor, materials, and equipment to load and transport an average of one hundred twenty-five (125) tons of yard debris chips or mulch from a processing facility to a processing facility daily.
2. **Equipment**  
The equipment to be provided by the selected Contractor shall include heavy equipment for loading and trailers capable of hauling eighty (80) to one hundred twenty-five (125) cubic yards of yard debris chips or mulch. The trailers must be equipped with a live or walking floor to allow for self unloading at the processing site. A minimum of one empty trailer must be available at the pre-processing site at all times.
3. **Legal Requirements**  
The Contractor must provide and operate transportation equipment that meets all Federal, State, and local laws, rules, regulations, permit requirements, license conditions, and any other applicable regulations, except to the extent that more stringent standards are imposed by this ITB.

## **9.0 Indemnification**

The City of Atlanta reserves the right to determine, in its sole discretion, whether any aspect of the qualifications and bid meets the criteria in this ITB. The City also reserves the right to seek clarification, to negotiate with any Bidder submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule and to award multiple options to a single Bidder. In the event that this ITB is withdrawn and/or the project canceled by the City for any reason, the City shall have no liability to any bidder for any costs or expenses incurred in responding to the ITB or answering clarification requests.

## **10.0 Yard Debris Processing and Diversion Program Bid Schedule**

Contractor may provide pricing for three (3) options and per option pricing is expected. Bids include the following: Option I, NON-CITY SITE: cost for processing yard debris and trees at the City's facility located at 2175 James Jackson Parkway, Atlanta, GA and transport to a Non-City Site until approximately February 2017; Option II, CITY SITE ( includes Post-February 2017 pricing): cost for processing yard debris and trees at the City's facility located at 2175 James Jackson Parkway, Atlanta, GA and transporting the processed material to a City owned site approximately twenty-five (25) miles away from City's processing site; Option III, ALTERNATIVE METHOD (e.g. Innovative method of processing yard debris and transporting the processed material to the Contractor's approved final processing site).

Bid schedules must include bids for both Options I and II.

**EXHIBIT F**  
**DRAWINGS**

**NOT APPLICABLE**

**EXHIBIT G**

**ADDITIONAL REQUIRED SUBMITTALS**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

This Statement is to accompany bids submitted for the following project: **FC-8171, Yard Debris Processing and Diversion Program. Bidders must meet the minimum qualification criteria set forth and must complete the project experience form for qualifying project(s) to be deemed a "Responsible and Responsive Bidder".**

1. NAME OF BIDDER: \_\_\_\_\_

2. BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

3. TELEPHONE NUMBER: \_\_\_\_\_

4. OFFICIAL REPRESENTATIVE AND TITLE: \_\_\_\_\_

\_\_\_\_\_

5. Using the form provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Project Name, Project Location, Name & Phone Number, Contract Amount, Project Duration, Project Completion information, and Description of Major Project Components. (If a joint venture, list separately for each joint venture partner.) Limit to two (2) projects.

Contractors must have at least two (2) years of experience successfully completing at least one (1) contract of similar complexity, within the last seven (7) years, with a contract value of not less than \$150,000.00.

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Notary Public County: \_\_\_\_\_  
(Secretary)

My Commission Expires:  
\_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**COMPANY PROJECT EXPERIENCE**

**PROJECT NO. 1**

Project Name	
Project Location	
Project Owner/ Representative: Name and Phone Number	
Contract Amount	\$
Project Duration	Date Started:  Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**COMPANY PROJECT EXPERIENCE**

**PROJECT NO. 2**

Project Name	
Project Location	
Project Owner/Owner's Representative: Name and Phone Number	
Contract Amount	\$
Project Duration	Date Started:  Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

**APPENDIX A**  
**OCC REQUIREMENTS**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[Lscott@atlantaga.gov](mailto:Lscott@atlantaga.gov)

May 1, 2015

**RE: Project No.: FC-8171, Yard Debris Processing and Diversion Program**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

# Table of Contents

<b>Policy Statement.....</b>	<b>1</b>
<b>Implementation of EBO Policy .....</b>	<b>2</b>
<b>Determination of Non-discrimination during Bid Process .....</b>	<b>2</b>
<b>OCC Review of Bidder Submissions.....</b>	<b>3</b>
<b>Equal Business Opportunity Program Bid/RFP Submittals .....</b>	<b>4</b>
<b>Monitoring Of EBO Policy .....</b>	<b>4</b>
<b>Implementation of EEO Policy .....</b>	<b>4</b>
<b>Monitoring of EEO Policy.....</b>	<b>4</b>
<b>First Source Jobs Program Policy Statement.....</b>	<b>5</b>
<b>Equal Business Opportunity M/FBE Goals for this Project.....</b>	<b>6</b>
<b>Equal Business Opportunity Program Reminders.....</b>	<b>7</b>
<b>Covenant of Non-Discrimination (EBO1) .....</b>	<b>8</b>
<b>Subcontractor Contact Form (EBO2).....</b>	<b>9 - 10</b>
<b>Subcontractor Utilization Form (EBO3) .....</b>	<b>11</b>
<b>First Source Job Information (Form 4) .....</b>	<b>12</b>
<b>First Source Job Information (Form 5) .....</b>	<b>13</b>

## **CITY OF ATLANTA**

### **EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY**

#### **POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

## Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

### Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

### OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

## **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

## **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Interim Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3001**

**Equal Business Opportunity M/FBE Availability for this Project**

**Project No.: FC-8171, Yard Debris Processing and Diversion Program**

The EBO availability for the trade categories listed in this project are:

18.1% AABE, APABE, HABE

and

8.3% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

### Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal







**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**First Source Jobs Agreement**

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

**APPENDIX B**  
**INSURANCE AND BONDING REQUIREMENTS**

## APPENDIX B

### INSURANCE & BONDING REQUIREMENTS

#### F8171-Yard Debris Processing and Diversion Program

##### A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

##### 1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City 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 applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

##### 2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B 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 City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

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

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) 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 City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

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

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

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

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

5. 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 Acord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord 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.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City'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 B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

A. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

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**

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Pesticide or Herbicide Applicator Coverage
- Additional Insured Endorsement\* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

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

D. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

E. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

H. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

## Payment Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

# Payment Bond

Bond No. \_\_\_\_\_

"City" City of Atlanta

"Project" **FC-8171, Yard Debris Processing and Diversion Program**

"C No." **8171**

"Principal" (Legal Name and Business Address),

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one):

- Individual
- Partnership
- Joint Venture
- Corporation

"Surety:" (Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_, regarding performance of Work relative to the Project.

"Penal Sum:"

\_\_\_\_\_  
\_\_\_\_\_ (\$Dollars).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

## Performance Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

# Performance Bond

Bond No. \_\_\_\_\_

"City" City of Atlanta

"Project" **FC-8171, Yard Debris Processing and Diversion Program**

"FC No." **8171**

"Principal" (Legal Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one):

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Corporation

"Surety:" (Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

\_\_\_\_\_ (\$Dollars).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty

and/or guarantee may extend for a period of time of one year beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

**APPENDIX C**  
**LOCAL BIDDER PREFERENCE PROGRAM**

**Table of Contents**

Statement of Policy .....1

Certification as a Local Bidder.....2

Criteria to be Certified as a Local Bidder.....3

Term of Certification.....4

Application.....5

**CITY OF ATLANTA  
LOCAL BIDDER PREFERENCE PROGRAM**

**STATEMENT OF POLICY**

The City of Atlanta (the “**City**”) has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors, who have direct physical and economic relationships with the City.

## **CERTIFICATION AS A LOCAL BIDDER**

To be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement (“**DOP**”), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed written application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. To be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on a Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

## **CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER**

To be certified as a Local Bidder, the Contractor must satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.
2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Eligible Local Projects.

The application **must be typed, signed in blue ink** provides instructions for required supporting documentation that Bidder must submit with the application for the criteria listed above.

## **TERM OF CERTIFICATION**

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in 2-1188.1(d) in order to receive the bid preference on Eligible Local Projects.

Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Eligible Bidder's business if, as a result of such changes, the Eligible Bidder no longer satisfies the requirements contained in 2-1188.1(d).



# CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

## LOCAL BIDDER PREFERENCE APPLICATION

SECTION ONE			
<b>Business Name/DBA:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	
Business Type (Please check one) : <input type="radio"/> Partnership <input type="radio"/> Corporation, GA <input type="radio"/> Sole Proprietorship <input type="radio"/> Other: _____			
<b>Principal or Corporate Office Name:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	
<b>Owner One - Name and Title:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	
<b>Owner Two - Name and Title:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	
<b>Officers/Partners One - Name and Title:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	
<b>Officers/Partners Two - Name and Title:</b>			
Address:			
City:	State:	ZIP Code:	
Telephone Number:		Fax Number:	

## SECTION TWO

To be certified as a Local Bidder, a potential bidder must satisfy no less than two (2) of the following criteria listed below. Please select **TWO (2)** of the following criteria which you satisfy to apply for certification as a Local Bidder. Additional documentation must be submitted with this application to verify that you satisfy the selected criteria. Instructions for submitting documentation to satisfy each of the criteria are located on the next page of this application.

1. Verify that the Potential Bidder's principal place of business is located in the City of Atlanta or that the Potential Bidder has held a valid City of Atlanta business license for at least one (1) year prior to the date of application.
2. Verify that a majority of the full-time employees, chief officers, and managers of the Potential Bidder have regularly conducted work and business in the City of Atlanta for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Potential Bidder's location(s) in the City of Atlanta have been residents of the City of Atlanta for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the Department of Procurement, that the services the Potential Bidder offers to the City of Atlanta have been provided by the Potential Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on potential local projects.

### **Additional Instructions for Completing this Section**

For each of the criteria you selected in Section II, the Department of Procurement requires that you submit the following supporting documentation with this application:

#### **Business License**

If you have a City of Atlanta business license, please provide a copy of Articles of Incorporation or Organization, or a copy of the Potential Bidder's most recent federal income tax return, or if the potential Bidder is a partnership, provide a copy of the Partnership Agreement.

#### **Employees**

Provide a list of all full time employees, chief officers, and managers at the Potential Bidder's locations. For those employees, chief officers, and managers who regularly conducted work and business in the City of Atlanta for at least one year prior to the date of application, please provide employee's name, business address, business phone number, a brief description of the work business performed in the City of Atlanta, and the number of years such work or business has been performed in the City of Atlanta.

Provide a list of all employees based at Bidder's Potential locations. For those employees who have been resident of the City of Atlanta for at least one year prior to the date of application, provide employee's name, address, phone number and number of years at residence.

#### **References**

Provide a notarized letter from at least three (3) customers of the Potential Bidder, which letters shall include the following information: (a) a description of services provided by the Potential Bidder to the customer that were performed at least one (1) year prior to the date of application; (b) the total dollar value of the services provided at least one (1) year prior to the date of application; and (c) a statement that the services the Potential Bidder offers to the City of Atlanta have been provided by the Potential Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

**SECTION THREE**

Certification: This information herein is required by section 2-1188.1 Code of Ordinances of the City of Atlanta, Georgia.

I (name) \_\_\_\_\_ being the (title) \_\_\_\_\_  
\_\_\_\_\_ of the business firm named, do hereby apply for local bidder certification. In accordance with local preference ordinance, city of Atlanta, Georgia: the undersigned certifies that he/she is the person duly authorized by the business herein named to file this application for local bidder certification, including the accompanying documentation and statements, and that same are true, correct and complete.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL INFORMATION FOR APPLICANTS**

- a) Applicability: This local preference program shall apply to any City contract as described in Code Section 2-1188, excluding competitive sealed proposals under Code Section 2-1189, small purchases not exceeding \$20,000 under Code Section 2-1190, sole source procurement under Code Section 2-1191, emergency procurement under Code Section 2-1192, competitive selection procedures for professional and consultant services under Code Section 2-1193, and federally-funded projects (referred to herein as “Potential Local Projects”).
- b) A Potential Bidder must submit a completed and signed written application to become a Local Bidder **before** it will be allowed to receive a bid preference on a Local Project.
- c) In order to be approved as a Local Bidder and receive a bid preference on a Potential Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the Department of Procurement no later than thirty (30) calendar days prior to the date bids are received on such Potential Local Project.
- d) Term: The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. A Potential Bidder must submit a new application for certification as a Local Bidder to the Department of Procurement and establish that it continues to meet the requirements of section 2-1188.1 in order to continue receiving the bid preference on Potential Local Projects.
- e) Potential Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the Potential Bidder’s business, if as a result of such changes, the Potential Bidder no longer satisfies the requirements.