REQUEST FOR PROPOSALS

FOR

ANNUAL CONTRACT FOR THE DISPOSAL OF MUNICIPAL SOLID WASTE

FC-8544

ATLANTA, GEORGIA

RICHARD MENDOZA
Commissioner
Department of Public Works

JO ANN J. MACRINA, P.E.
Commissioner
Department of Watershed Management

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Chief Procurement Officer
Department of Procurement

FC-8544, Annual Contract for the Disposal of Municipal Solid Waste

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CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
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November 23, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("**DOP**"), a proposal for **FC-8544, Annual Contract for the Disposal of Municipal Solid Waste** on behalf of the Department of Public Works ("**DPW**") and the Department of Watershed Management ("**DWM**"). The City of Atlanta (the "**City**") is soliciting proposals from qualified source(s) that shall furnish disposal services including all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified for the disposal of municipal solid waste ("**MSW**").

A **Pre-Proposal Conference** will be held on **Monday, December 7, 2015, 2:00 P.M. EST**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from DPW, DWM, Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are strongly encouraged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Tuesday, December 8, 2015, 5:00 P.M. EST**.

Your response to this Request for Proposals ("**RFP**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EST, Wednesday, December 16, 2015**.

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M. EST****

Proposals will be publicly opened and read at 2:01 P.M. EST on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number, email address, and the project number to LaVern F. Tate, Esq., Contracting Officer, at lftate@atlantaga.gov in order to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued and may deem you non-responsive.

This RFP may also be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of $50.00 per package, beginning on Monday, November 23, 2015. All purchased solicitation documents include a solicitation package; scope of services booklet and full size drawings (if applicable).

If you have any questions regarding this project, please contact LaVern F. Tate, Esq., Contracting Officer, at (404) 865-8996 or by email at lftate@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders 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 proposals 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

ALS/lft

PART 1

INFORMATION AND INSTRUCTIONS TO PROPONENTS

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("**RFP**") from qualified proponents ("**Proponent**" or "**Proponents**") by the City of Atlanta (the "**City**"), on behalf of its Department of Public Works ("**DPW**") and Department of Watershed Management ("**DWM**"), is for qualified source(s) that shall furnish disposal services including all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified for the disposal of municipal solid waste ("**MSW**").

2. **Scope of Services:** A more detailed Scope of Services ("**SOS**") sought in this procurement is set forth in Exhibit A– Scope of Services attached to the Services Agreement ("**Services Agreement**"); Contract No. **FC-8544; Annual Contract for the Disposal of Municipal Solid Waste**, included in this RFP at Part 5.[1]

3. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

4. **Minimum Qualification; Authority to Transact Business in Georgia:**

   4.1. A Joint Venture is required for this RFP.
   4.2 Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 P.M. EST** (as verified by the Bureau of National Standards) on **Wednesday, December 16, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.

7. **Proposal Guarantee**:
   7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of **Five Percent (5%)** of Proponent's proposal amount. At the option of the Proponent, the Proposal Guaranty may be a certified check payable to the order of City or a Proposal

[1] All capitalized terms contained in the Services Agreement are incorporated into this RFP.

Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B Insurance and Bonding Requirements attached to the Services Agreement included in this RFP. The Proposal Guarantee may be provided from either Proponent Joint Venture member(s) or entity(s).

7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within the time specified within the Notice of Award, the City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

8. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Monday, December 7, 2015, 2:00 P.M. EST**, in the Department of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly.

9. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, LaVern F. Tate, Esq., Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5857 or e-mail lftate@atlantaga.gov **on or before Tuesday, December 8, 2015, 5:00 P.M. EST**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at http://www.atlantaga.gov/procurement and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

10. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

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

12. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

13. **Applicable City OCC Programs:** The City's Office of Contract Compliance (**"OCC"**) Programs applicable to this procurement are set forth in Appendix A, Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

14. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3**; **Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2**; **Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

15. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

16. **Examination of Proposal Documents:**

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

    16.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form

of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

16.3. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.

16.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5**; **Acknowledgment of Addenda** attached to this RFP at Part 4.

17. **Oral Presentations and Demonstrations**: All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

18. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.

19. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

20. **Illegal Immigration Reform and Enforcement Act**: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**IIREA**" or "the **Act**"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent 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. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing 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.

Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit.

21. **Multiple Awards**: The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.

22. **Joint Ventures:** Proponents will be required to form a Joint Venture ("JV"). Each party to the JV will be required to fully complete each form in the required submittals <u>except</u> for the Insurance Ability and Bond Ability forms, Addenda Acknowledgement (Complete section entitled Non-Corporate), and Proponent Contact Directory. Forms completed to satisfy Appendix A, Office of Contract Compliance, requirements should be completed as instructed therein.

PART 2

CONTENTS OF PROPOSALS AND REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
   1.1. Informational Proposal; and
   1.2. Cost Proposal (Form provided by City at Part 5; Contract Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Master Service Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
   2.1. Volume I, information drafted and provided by a Proponent; and
   2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

   The Informational Proposals must be tabbed as indicated to reflect the sections listed in the Outline below.

3. **Information Required to Be Included in Informational Proposal:**

   3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
   3.1.1. Information Drafted and Provided by a Proponent: This information should be included in **Volume I** of the Proposal:
   3.1.1.1. Executive Summary;
   3.1.1.2. Organizational Structure, Qualifications, and Resumes of Key Personnel;
   3.1.1.3. Overall Experience and Performance on Previous or Similar Projects;
   3.1.1.4. Technical Approach, Consistency with Recordkeeping, Reporting and Invoicing Details; and
   3.1.1.5. Distance of Residential Disposal Facility from City Center.

   3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
   3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal**:**
   3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act **(**IIREA**)** Form;
   3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
   3.1.2.1.3. Form 3; Proponent Financial Disclosure;
   3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
   3.1.2.1.5. Form 4.2; Certification of Bonding Ability;
   3.1.2.1.6. Form 5; Acknowledgment of Addenda;
   3.1.2.1.7. Form 6; Proponent Contact Directory;

3.1.2.1.8. Form 7; Reference List;
3.1.2.1.9. Form 8; Proposal Bond; and
3.1.2.1.10. Form 9; Required Submittal Checklist

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:

3.1.2.2.1. Exhibit A.1-Cost Proposal **(This should be included in a separate sealed envelope and labeled "Cost Proposal");**

3.1.2.2.2. Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;

3.1.2.2.3. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Proponent is a joint venture.

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. **Executive Summary (Tab in Volume I)**

3.2.1.1. Cover Letter: The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked in similar functions in solid waste disposal processing. Discuss how the team will function efficiently within federal and state rules and regulations for solid waste disposal in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years.

3.2.2. **Organizational Structure, Qualifications, and Resumes of Key Personnel (Tab in Volume I):**

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent's team by:

3.2.2.1. Providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team;

3.2.2.2. Providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure; and

3.2.2.3. Providing the names of proposed candidates for each function on the chart.

3.2.2.4. What kind of geographical classification applies to your company.

- Local (operates in only one (1) city or state)

- Regional (operates in only one (1) geographical area)
- Multi-regional (operates in only one (1) region, but not national)
- National (provides service across the U.S. only)
- International (conducts business in the U.S. and abroad)

3.2.2.5. Resumes and Qualifications of Key Personnel (Tab in Volume I):

3.2.2.5.1. Identify and provide resumes for the individuals that the Proponent will use as Key Personnel. Key Personnel may include but not limited to the following:

3.2.2.5.2. Senior or Area Manager – Minimum of ten (10) years of experience;

3.2.2.5.3. Finance Manager – Minimum of seven (7) years of experience;

3.2.2.5.4. District or Plant Manager– Minimum of five (5) years of experience; and

3.2.2.5.5. Public Sector or Relations Manager – Minimum of five (5) years of experience.

3.2.2.6. Resumes should be organized as follows:

3.2.2.6.1. Name and Title;

3.2.2.6.2. Professional Background;

3.2.2.6.3. Current and Past Relevant Employment;

3.2.2.6.4. Education; and

3.2.2.6.5. Certifications.

3.2.2.7. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the contract, Proponent must describe its back-up personnel plan.

3.2.3. **Overall Experience and Performance on Previous or Similar Projects (Tab in Volume I):**

3.2.3.1. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A; Scope of Work. Proponents should also include work product examples from similar operations and facilities.

3.2.3.2. Provide years of experience operating municipal solid waste facilities including transfer stations and landfills.

3.2.3.3. A detailed history for Proponent's and subcontractors' or subconsultants' work performing the services outlined in the Exhibit A.

3.2.3.4. Three (3) letters of reference (on the reference's letterhead) where the Proponent operated similar disposal facilities (Transfer Station, Landfills, Waste to Energy, etc.) under municipal contracts. Include a contact name, address, phone number, email address and amount each municipality has processed through facility daily and percentage of their recycle processed based on total daily tons processed.

3.2.3.5. Provide any innovative elements involved in the proposed processing facility in which the elements will benefit the City's needs.

3.2.3.6. Provide documentation of any and all regulatory or compliance violations with local, state and federal authorities within the last five (5) years.

3.2.4. **Technical Approach and Consistency with the Recordkeeping and Reporting, and Invoicing Details (Tab in Volume I):** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

3.2.4.1. How the Proponent will:

3.2.4.1.1. document materials delivered to a designated facility with time of delivery, truck number, department and driver name and signature;

3.2.4.1.2. report (weekly, monthly, quarterly, annually), the overall quantity of materials delivered to the disposal facility, invoices and accounting of receipts;

3.2.4.1.2.1. identify key personnel responsible for generating and providing electronic and hard copy reports to the Department of Public Works and the Department of Watershed Management;

3.2.4.1.2.2. identify the format and provide examples of all reports (invoices, tonnage, etc.) that will be submitted to the Department of Public Works and the Department of Watershed Management. All invoices must include an invoice number, the purchase order number, department and service provided.

3.2.4.1.3. Describe the management and operational process the Proponent will implement to ensure all work and services performed are to the highest quality. The approach should include a description of the Proponent's process as it pertains to equipment, backup equipment, methods, techniques and procedures used to ensure accurate and efficient disposal. Describe how the Proponent's organizational structure supports inoperable equipment, construction, and delayed turn-around times for landfills and use of transfer stations.

3.2.5. **Distance to Residential Disposal Facility(s) from Proximity to the Center of the City and Map(s) (Tab in Volume I):**

3.2.5.1. Proponent will provide the following:

3.2.5.1.1. Map of the proposed processing facility(s) in conjunction with the center of the City;

3.2.5.1.2. Straight line distance from proposed processing facility(s) in conjunction with the center of the City; and

3.2.5.1.3. Mileage from proposed processing facility(s) in conjunction with the center of the City along with truck routes.

3.3. **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final revenue and/or fee negotiation with the City. **Submit one (1) original, marked "Original" and eight (8) copies in a separate envelope.**

3.3.1.Proponent will provide the following:

3.3.1.1. The Proponent must submit the rate per ton for processing the City's MSW, Biosolids and wastewater treatment byproducts etc. based on a rate per ton or unit per location on the provided form, Exhibit A.1, Cost Proposal.

3.3.1.2. The Proponent must provide data as percentage of questionable material delivered.

3.3.1.2.1. Provide where objectionable material will be transported;

3.3.1.2.2. Provide how objectionable material will be transported; and

3.3.1.2.3. Provide the final destination of the objectionable material (i.e. composted, energy recovery, landfilled, etc.).

4. Submission of Proposals:

A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8544; Annual Contract for the Disposal of Municipal Solid Waste** and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

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

4.1. A Proponent is required to submit one (1) original, marked "Original" and eight (8) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. 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 Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

4.2. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and eight (8) copies of its Cost Proposal with its Information Proposal.

5. Responsiveness and responsibility for each Proponent can be observed as the following:

A. The responsiveness of a Proponent is determined by, but not limited to, 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 Proponent is determined by, but not limited to, the following:
   1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;

2. The capability of the Proponent 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 Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent 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.

6. **The City will carefully evaluate the responsiveness and responsibility of each Proponent.** The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

PART 3

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form**:**

RELATIVE WEIGHT	GRADED ITEM	SCORE
	CATEGORIES	
5%	**Executive Summary**	
5%	**Organizational Structure, Qualifications, and Resumes of Key Personnel**	
15%	**Overall Experience and Performance on Previous or Similar Projects**	
10%	**Technical Approach, Consistency with Recordkeeping, Reporting and Invoicing Details**	
20%	**Distance of Residential Disposal Facility from City Center**	
15%	**OCC Programs**	
10%	**Financial Capability**	
20%	**Cost Proposal**	
	TOTAL SCORE	

PART 4

REQUIRED SUBMITTALS FORMS

PART 4: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

All Proponents 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. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal 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 Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal 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 Proposal 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 Proposal 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 Proponent's Response to the RFP.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal 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-8544, Annual Contract for the Disposal of Municipal Solid Waste

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-8544, Annual Contract for the Disposal of Municipal Solid Waste

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 Affidavit (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 proposal 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. **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.**

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

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 Proposal.

START HERE

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 **[Use a separate sheet, if necessary].**

	YES	NO
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?	☐	☐
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.	☐	☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years?	☐	☐
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.	☐	☐

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:

	YES	NO
(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?	☐	☐
(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?	☐	☐
(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.	☐	☐

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** ☐

_____

_____

_____

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 Proponents 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 proposal 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."

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 proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals 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 proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents 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:

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.

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 proposal 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 proposal 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.

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit 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: _____, 20___

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)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.

2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or partnership completing this Form: _____

Relationship of individual, entity or partnership completing this Form to the Proponent: _____

Contact information of individual, entity or partnership completing this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.

(a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:

(i) Income Statement;
(ii) Balance Sheet; and
(iii) Statement of Cash Flows.

(b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:

(i) Income Statement;
(ii) Balance Sheet; and
(iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

(c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:

(i) Income Statement;
(ii) Balance Sheet;
(iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
(iv) Two (2) banks or other institutional lenders' references; and
(v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY ($).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US $_____

Most recent three (3) years

	Year: 2012 (Thousands)	**Year: 2013** (Thousands)	**Year: 2014** (Thousands)
Current Assets	$.....	$.....	$.....
Current Liabilities	$.....	$.....	$.....
Property & Equip.	$.....	$.....	$.....
Working Capital	$.....	$.....	$.....
Sales/ Revenue	$.....	$.....	$ .....
Total Assets	$.....	$.....	$.....
Total Liabilities	$.....	$.....	$.....
Interest Charges	$.....	$.....	$.....
Net Income	$.....	$.....	$.....
Net-Worth	$.....	$.....	$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____**, 20____**

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 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit **a completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent 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-8544, Annual Contract for the Disposal of Municipal Solid Waste** : ("**Project"**) and its corresponding **Appendix B for Insurance and Bonding Requirements;**

(c) Insurer certifies that if, as of the date written above, _____ ("**Proponent**") was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B 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 Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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*]

Authorized Signatory

_____

By:_____

Print Name:_____

Title:_____

_____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Proponents **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form will result in the Proponent 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-8544, Annual Contract for the Disposal of Municipal Solid Waste** _____: ("Project") and its corresponding **Appendix B for Insurance and Bonding Requirements;**

(c) Surety certifies that if, as of the date written above, _____ ("**Proponent**") was selected as the successful Proponent for the Project, Surety would provide bonding to Proponent for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and

(d) **Surety only**: The Surety states that Proponent'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 Proponent or that Proponent 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 Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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:_____

_____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(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- 8544, Annual Contract for the Disposal of Municipal Solid Waste ;

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____day of _____, 20__.

Corporate Proponent: [Insert Corporate Name]	Non-Corporate Proponent: [Insert Proponent Name]
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
_____ Corporate Secretary/Assistant Secretary (Seal)	_____ Notary Public (Seal) My Commission Expires:_____

Required Submittal (FORM 6)

Proponent Contact Directory[1]

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

[1] The purpose of the Proponent 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 Proponent. This Proponent 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 Proponent's team:

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

Required Submittal (FORM 7)

Reference List

Each Proponent 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 Proponent's performance ability and credibility in a particular industry or trade.

Reference for (*Proponent*): _____

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:

Proponent's Role and Responsibilities:

Current Completion Status:

_____

(Use the Same Format to Provide the Additional References)

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"* (FORM 8)

Proposal 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 **(OBLIGEE)**, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-8544, Annual Contract for the Disposal of Municipal Solid Waste,** good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, 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 OBLIGEE, for **PROJECT NUMBER FC-8544, Annual Contract for the Disposal of Municipal Solid Waste,** a Proposal;

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

NOW THEREFORE: The conditions of this obligation are such that if the Proposal 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 Proposal 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 OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, 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 OBLIGEE, 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 OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney's fees to be fixed by the Court.

PLEASE NOTE: If this Form 8 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 8.

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"* (FORM 8)

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

[i] _____Dollars and Cents ($__ _____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-8544, Annual Contract for the Disposal of Municipal Solid Waste_____**. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Proponent 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 Proponent:
[Insert Corporate Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

SURETY:

Signature:_____

Attorney-in-Fact:_____

Print Name:_____

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below "Required Proposal Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Proponents sole responsibility to ensure that their proposal 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 Proposal, signed and dated, and eight (8) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal 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 Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal 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 Proponent's printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	Required Proposal Submittal Check Sheet	Check (√)
1	**Volume I**– Information drafted and provided by a Proponent	( )
2	**Appendix A -** Office of Contract Compliance (Required Submittals Included)	( )
3	**Volume II**– All Required Submittal Forms (**if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive**). Required Submittals include but are not limited to: ☐ Form 1; Illegal Immigration Reform and Enforcement Act ☐ Form 2; Contractor Disclosure Form ☐ Form 3; Proponent Financial Disclosure ☐ Form 4.1; Certification of Insurance Ability ☐ Form 4.2; Certification of Bonding Ability ☐ Form 5; Acknowledgement of Addenda ☐ Form 6; Proponent Contact Directory ☐ Form 7; Reference List ☐ Form 8; Proposal Bond ☐ Form 9; Required Submittal Checklist	
3A	☐ **Exhibit A.1 - Cost Proposal**	
3B	☐ **Appendix E - Additional Required Submittals**	
4	**Proponent's Official Company Name:** **Company Physical Address:**	
5	**President/Vice President/Owner Name:** **Title:** **Office Telephone Number:** **Direct Cell Telephone Number:** **Email Address:**	
6	**Primary Point-of-Contact Concerning RFP:** **Title:** **Office Telephone Number:** **Direct Cell Telephone Number:** **Email Address:**	

PART 5

DRAFT SERVICES AGREEMENT

SERVICES AGREEMENT; CONTRACT NO. FC-8544

ANNUAL CONTRACT FOR THE DISPOSAL OF MUNICIPAL SOLID WASTE

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.

Contract Name: Annual Contract for the Disposal of Municipal Solid Waste	**Contract No. FC-8544**
Service Provider	**City of Atlanta**
Name:	**Using Agency:** Department of Public Works
Address:	**Address:** 55 Trinity Ave., SW, Suite 4700, City Hall South, Atlanta, GA 30303-0324
Phone:	**Phone:**
	Fax:
	Authorized Representative:
Email:	**Using Agency:** Department of Watershed Management
Authorized Representative:	**Address:** 72 Marietta Street, N.W., Two City Plaza, 7th Floor, Atlanta, GA 30303
	Phone:
	Fax:
	Authorized Representative:

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 three (3) 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 two (2) additional one (1) year terms according to the following procedure:

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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. <u>Interpretation</u>.

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:[1]

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. <u>Authorization</u>. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. <u>Services</u>.

5.1 <u>Description of Services</u>. 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**.

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[1] 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.

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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 aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").[2] 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.

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[2] 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.).

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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, 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)

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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 that 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) _____.

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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.

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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.

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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

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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. <u>Work Product</u>.

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 derivate 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

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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:

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(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.

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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;

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(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

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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

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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

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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.

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[Signatures on the following page.]

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

City of Atlanta

By: _____
Mayor

Attest:

_____
Municipal Clerk (Seal)

Recommended:

_____
Commissioner, Department of Public Works

_____
Commissioner, Department of Watershed Management

Recommended:

_____
Chief Procurement Officer

Approved as to form:

_____
City Attorney

Service Provider:

By:_____

Printed Name:_____

Title:_____

Attest:

_____
Corporate Secretary/Assistant Secretary (Seal)

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EXHIBIT A

SCOPE OF SERVICES

Annual Contract for the Disposal of
Municipal Solid Waste Services
Scope of Services

1.0 DESCRIPTION

The purpose of this Request for Proposals ("RFP") is to solicit proposals for disposal of municipal solid waste *("MSW")* generated by and/or collected by the City of Atlanta ("City").

Information provided in response to this RFP will be used by the City to establish a contract with a qualified source(s) that shall furnish disposal services including all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified for the disposal of MSW as stipulated herein.

The City of Atlanta provides weekly curbside and backyard collection of MSW to approximately 100,000 single-family units, twice a week service commercial container collection of MSW to approximately 30,000 multi-family units, and roll-off collections for community events.

Currently, MSW collected by the City is delivered to three (3) privately owned and operated transfer stations for disposal. These transfer stations are located in unincorporated Cobb, Clayton and Fulton Counties. About 110,000 tons of MSW is collected annually.

Other material generated by the City and disposed at the current disposal facilities include approximately 65,000 tons (though amounts can significantly vary) annually of Wastewater BioSolids (e.g. sludge, cake, etc.), ash (e.g. residual from incineration of Biosolids), grit (e.g. sand, rocks, egg shells, coffee grounds, and similar materials), wastewater screenings (e.g. MSW contaminated with sewage), water system influent screenings (e.g. leaves, plastic bottles, twigs, etc.) and similar materials from unit cleanouts. Materials may periodically be in a form, which requires solidification by the landfill prior to disposal as they do not pass the paint filter test.

A separate collection of yard trimmings is provided weekly to all residential units. Yard trimmings are delivered to a City owned facility located at 2175 James Jackson Parkway, Atlanta Georgia. The yard trimmings are processed at this facility by a private contractor. Yard trimmings collection and/or processing are not included in this solicitation.

The City also provides weekly curbside collection of recyclables to its single family residential customers. The recyclables collected through the curbside program include all types of paper, plastic containers #1 -7, glass bottles, aluminum and steel cans. This material is hauled to Material Recycling Facility (MRF) located in unincorporated Fulton County, for processing. Recycling collection and/or processing are not included in this solicitation.

The City of Atlanta has a service area of approximately one hundred thirty two (132) square miles. The City's office of Solid Waste Services operates three (3) MSW and yard trimmings collection substations. These substations are located at the addressed listed below:

Maddox Park
1120 North Ave., NW
Atlanta, Georgia

Lakewood
128 Claire Dr., SE
Atlanta, Georgia

Chester Ave.
315 Chester Ave., SE
Atlanta, Georgia

Additionally, The Department of Watershed Management operates 8 facilities. These facilities are located as follows:

R M Clayton Water Reclamation Center
2440 Bolton Road. N. W.
Atlanta, GA 30318

Utoy Creek Water Reclamation Center
805 Selig Drive
Atlanta, GA 30336

South River Water Reclamation Center
2640 Jonesboro Road, S. E.
Atlanta, GA 30315

Intrenchment Creek Water Reclamation Center
1510 Key Road, S.E.
Atlanta, GA 30316

Englewood Substation
360 Englewood Avenue, S.W.
Atlanta, GA 30316

Chattahoochee Water Treatment Plant
2532 Bolton Rd.
Atlanta, GA 30318

Hemphill Water Treatment Plant
650 17th Street, NW
Atlanta, GA 30318

Chastain Substation
3995 Powers Ferry Road, N.W.
Atlanta, GA 30342

Peyton Road Substation (Pipe Yard Substation)
2790 Peyton Road, N. W.
Atlanta, GA 30318

Stonewall Substation
5675 Mason Road
Atlanta, GA 30349

1.1 PURPOSE

The purpose of the following specifications is to describe the requirements of the City of Atlanta's municipal solid waste disposal needs, which includes municipal solid waste, water and sewage treatment facility wastes and other waste generated and/or collected by the City of Atlanta. The City of Atlanta intends to select a firm(s) or individual(s) to provide services for the Disposal of Municipal Solid Waste.

2.0 SCOPE

2.1 The disposal facility or combination of facilities shall have the capacity to dispose of solid waste generated <u>by all sources</u> within the City of Atlanta for a period of five (5) years which will be a three (3) year initial and two (2) one (1) extensions. The City of Atlanta collects and disposes of approximately 100,000 — 200,000 tons of solid waste and other waste per year. The City of Atlanta at its sole discretion may opt to split the tonnage between two (2) or more solid waste disposal facilities. Likewise, the City of Atlanta at its sole discretion may award separate waste types to two or more separate solid waste disposal facilities.

2.2 The Proponent shall provide written certification of the most current remaining capacity and projected life of the disposal facility and justify the ability to accommodate the City of Atlanta's estimated annual tonnage and any other tonnage which the contractor has committed to accept during the next five (5) years.

2.3 Proposal shall provide a scaled map indicating the location and addresses of all facilities (including transfer stations) proposed to be used to satisfy the requirements of this scope. The map shall also indicate the "city center" located at the intersection of Simpson Rd NW and Joseph E Lowery Blvd NW and the <u>estimated</u> relative haul distance from the "city center" to each proposed facility. Said intersection is the designated center of the City for the purposes of this solicitation. Each proposed disposal facility will be evaluated based on its distance from the designated center of the City as well as its distance from each of the facility locations as listed in Section 1.0.

2.4 Proponents who submit proposals for receiving or disposing of the City's MSW and other waste at a solid waste handling facility other than an approved landfill or transfer station, shall provide all pertinent permitting and facility information.

2.5 Proponent shall provide the maximum hourly and daily intake capacity of each Facility, the hours of operation, and the type of material accepted at each facility proposed. All of which must be included in a final agreement. The proponent must demonstrate that their facility(s) is capable of accepting at least 600 tons of Municipal Solid Waste (MSW) daily from the City of Atlanta's residential service collection vehicles between the hours of 12:00 am (midnight) and 8:00 pm at facilities located within twenty-five (25) miles from the "city center".

2.6 It is understood and acknowledged that some waste types may require special handling at separate disposal facilities, and may be awarded independently from MSW. For waste types requiring special handling and separate disposal facilities the twenty-five (25) mile requirement in item 2.5 above shall not apply. Proposals shall include any special handling requirements for these types of wastes.

2.7 For each of the capacity verifications (certifications) required herein the proponent shall allow for both the continued acceptance of the volume of material currently accepted at the facility(s) and any other commitments by the facility(s) to provide disposal capacity for entities other than the City of Atlanta or alternatively, absolutely guarantee a maximum limit of other waste volumes which will be accepted at the proposed facility(s).

2.8 Provide a description of the final process for all waste accepted at your facility. Explain the process(s) and type of final disposal destination i.e. a landfill, waste-to-energy and/or materials reuse facility. Indicate any other innovative waste disposal or processing methods available.

3.0 REGULATORY REQUIREMENTS

3.1 The solid waste handling and disposal facilities shall meet or exceed all Federal, State and Local regulations and shall have all permits and license required to operate a municipal solid waste handling and/or disposal facility in the State of Georgia and local jurisdictions in which the facilities are located.

3.2 Proponent shall provide copies of all required solid waste management facility permits for any facility, which will be included in a final agreement. In the event that a proposed facility is not yet permitted, provide a verification statement indicating its status in the permitting process. Regardless of a facility's current permit status all proposed facilities must be able to begin accepting the City of Atlanta's solid waste no later than May 30, 2016. Also furnish certification from the local jurisdiction that the host fee for waste disposed of at the facility has been paid to the local jurisdiction and is current.

3.3 Furnish certification from the local jurisdiction that the solid waste handling and/or disposal facility is consistent with the municipal or regional long range solid waste management plan.

3.4 Furnish a copy of the Comprehensive Solid Waste Management Plan for the host jurisdiction of the solid waste handling and/or disposal facility.

3.5 All requirements and certifications required by 3.1 — 3.4 above shall be maintained and remain valid throughout any resulting contract term including subsequent renewals.

4.0 ENFORCEMENT ACTION

Provide documentation on any and all required remediation, notices of violation, consent orders and or superfund violations. Submit copies of all Federal, State and local inspection reports performed at any and all solid waste disposal facilities proposed to be used to accept the City of Atlanta's solid waste. The Documents required by this section shall be provided for the period beginning five (5) years prior to the submittal of the proposal and submittal of the documents shall continue throughout the term of any resulting contract including all renewals.

5.0 INSPECTION OF DISPOSAL FACILITY OPERATIONS

The Proponent grants to the designated representatives of the City of Atlanta the right to enter the contractor's premises for the purpose of observing and inspecting the solid waste handling and/ or disposal facility operations. The designated representatives shall include but not be limited to the following senior staff, managers, and supervisors of the Departments of Public Works and Watershed Management.

6.0 OPERATIONAL REQUIREMENTS

6.1 DESIRED HOURS OF OPERATIONS — 12:00 A.M. MON - FRI- 8:00 P.M.; SAT 12:00 A.M. - 12:00 P.M.; — OTHER TIMES AS REQUIRED. The hours of operation will be a major consideration in evaluation of proposals. The more hours a facility is available to the City for receipt of waste the more favorably the facility will be evaluated.

6.2 The City of Atlanta desires to have the disposal facility operational and available to receive MSW and other waste seven days per week including holidays and reserves the right to request addition hours/days of operation with prior communication and agreement with the vendor.

6.3 The types of waste required to be accepted for disposal of shall include but not necessarily be limited to the following:

Municipal Solid Waste
Municipal Sewage Sludge (which may require solidification prior to disposal)*
Screenings/grit/Debris from the screening of sewage sludge
Dead Animal Carcasses*
White Goods*
Asbestos*
Tires*

The following waste types may have beneficial use at the disposal site(s) and if so identified by the proponent, the discounted rate shall be indicated in the appropriate space on the attached pricing sheet:

Clay, Silt, water plant settled solids*
Bulky Construction and Wood Waste, to include tree stumps (not otherwise definable as yard waste)*
Waste asphalt and asphalt grindings*
Waste concrete debris*
Construction debris*
Contaminated soils*
Ashes from the incineration of municipal sewage sludge*

*It is understood and acknowledged that these items may require special handling and separate disposal methods, means, and facilities, and may be awarded independently from MSW. Proposals shall include any special handling requirements for these waste types.

6.4 Proponent shall provide an operational plan detailing operations shutdowns, equipment failure and backup equipment on hand including loaders, compactors, bailer conveyers, etc.

7.0 FACILITY REQUIREMENTS

7.1 All waste hauled to the disposal facility by the City of Atlanta shall be weighed using scales located at the disposal facility which have received current certification by the State of Georgia. Provide electronically, a schedule for upcoming calibrations and certificates for the previous calibration for all facilities accepting waste.

7.2 Weight receipts indicating the amount of waste hauled to the solid waste handling and/or disposal facility, by the City of Atlanta shall include but not be limited to the following:

Provide equipment number, date, time (in and out of solid waste disposal facility), and solid waste handling and/or disposal facility identification. Weight receipts shall be issued to each City of Atlanta collection vehicle hauling waste to the facility for disposal. Copies of records and invoices must be submitted electronically and via hard copy to the Department of Public Works and Department of Watershed Management designated staff on a monthly basis.

7.3 The weight of MSW and other waste received per load at the vendor's facility shall be rounded and reported to the nearest 1/100th of a ton.

7.4 Vendor must calculate average net weight per vehicle monthly and include averages on monthly invoice. In the event of failure of the vendor's scales, weights shall be computed based upon the preceding month's average weight or other mutually agreed upon method for the waste stream and source being disposed.

7.5 TARE WEIGHTS - All collection vehicles identified by the City of Atlanta shall have their tare weight computed and verified at least twice during a twelve month period.

7.6 In the event that the vendor fails to or is unable to accept or dispose of waste which it is obligated to dispose of under the terms of these specifications, the vendor shall reimburse the City of Atlanta for any and ALL additional cost above the contractual fee incurred by the City of Atlanta to haul and dispose of the waste at an alternative disposal or waste handling facility.

7.7 Vendor will provide an ALL-WEATHER access road to the tipping (unloading) area of the disposal facility.

7.8 Vendor is expected to assist in the removal of loads from disabled equipment and in the towing of equipment from the tipping area as required by weather conditions and/or equipment failure at no additional cost. City of Atlanta equipment shall not be pushed.

7.9 Maximum wait time to enter scale and complete weighing operations upon arrival at the facility shall not exceed 30 minutes. If wait time exceeds 30 minutes vendor will reimburse the City of Atlanta as described in item 7.6 above for alternate solid waste handling and/or disposal facility or at a mutually agreed upon hourly rate. The reimbursement option shall be at the sole discretion of the City.

7.10 Maximum tipping time (unloading time) must not exceed 30 minutes from the time the vehicle is weighed. If tipping time exceeds 30 minutes vendor will reimburse the City of Atlanta as described in item 7.6 above for alternate solid waste handling and/or disposal facility or at a mutually agreed upon hourly rate. The reimbursement option shall be at the sole discretion of the City.

7.11 If turnaround time (combined wait time, tipping time and time to reweigh, if required) exceed 45 minutes vendor will reimburse the City of Atlanta as described in item 7.6 above for alternate solid waste handling and/or disposal facility or at a mutually agreed upon hourly rate. The reimbursement option shall be at the sole discretion of the City.

7.12 Noise Ordinance - Any facility proposed to be located within the City of Atlanta must adhere to all city rules and regulations pertaining to the type of facility proposed; this includes the City's noise ordinance. Likewise, proposed facilities are required to meet local rules and regulations applicable to the location of the facility. If there are specific rules, regulations, or permit conditions that would prevent the proposed facilities from meeting the requirements of the Bid, the bidder must state that in their bid.

8.0 FUEL PRICE ADJUSTMENT INFORMATION

During the term of this contract a fuel price adjustment shall be applied to unit prices to compensate for increases and decreases in transportation and operating cost. The fuel cost adjustment will be applied as follows:

8.1 For Solid Waste Handling Facilities with Highway Transportation (Transfer Stations)

The base fuel price will be the on-highway diesel price for the lower Atlantic Region as listed on the Federal Department of Energy, Energy Information Administration website "http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp," on the last Monday before the bid due date. The unit price will be adjusted monthly based the difference between the base fuel price and the on-highway diesel price for the lower Atlantic Region on the last Monday of each month. The unit price will be adjusted up or down $0.01 for each $0.01 difference in the two prices. This adjusted unit price will be the prevailing unit price to be used by the Contractor for the following month.

8.2 For Solid Waste Disposal Facilities Without Highway Transportation (Landfills)

The base fuel price will be the on-highway diesel price for the lower Atlantic Region as listed on the Federal Department of Energy, Energy Information Administration website, "http://tonto.eia.doe.govfoog/info/wohdp/diesel.asp," on the last Monday before the bid due date. The unit price will be adjusted monthly based the difference between the base fuel price and the on-highway diesel price for the lower Atlantic Region on the last Monday of each month. The unit price will be adjusted up or down $0.01 for each $0.04 difference in the two prices. This adjusted unit price will be the prevailing unit price to be used by the Contractor for the following month.

9.0 PRICING

The proponent must submit a price per ton/unit to accept Municipal Solid Waste MSW such as is collected from curbside collections, commercial, and industrial services at a Transfer Station or Landfill.

The proponent must submit a price per ton/unit to accept at a minimum the types of waste in section 6.3 at a disposal facility or at a processing facility for construction and demolition waste.

The proponent must submit a price per ton/unit for stabilization if necessary for material (liquid or sludge) that does not pass a paint filter test.

The proponent must submit a proposed hourly rate for proposed tipping and wait time reimbursement in section(s) 7.6, 7.9, 7.10, and 7.11.

The City shall not be charged for removing or digging out loads lodged in inoperable or frozen inside of vehicles beds.

If that proponent has other fees/costs to be paid by the City of Atlanta for any other requirements associated with this contract, they must be listed in the proposal or are to be incorporated in the price per ton costs submitted.

EXHIBIT A.1

COST PROPOSAL

EXHIBIT A.1
Cost Proposal:FC-8544, Annual Contract For the Disposal of Municipal Solid Waste

Proponent Name:	FACILITY NAME:	FACILITY NAME:	FACILITY NAME:	FACILITY NAME:	REIMBURSEMENT FOR DELAYED TIPPING
	FACILITY ADDRESS:	FACILITY ADDRESS:	FACILITY ADDRESS:	FACILITY ADDRESS:	
	FACILITY TYPE:	FACILITY TYPE:	FACILITY TYPE:	FACILITY TYPE:	
WASTE TYPE	**Provide Waste per Ton/Unit Below**				
Municipal Solid Waste					
Sewage Sludge					
Screenings/Grit/Debris from the screening of sewage sludge					
Dead Animal Carcasses					
White Goods					
Asbestos					
Tires					
Bulky Construction and Wood Waste, to include tree stumps					
Waste asphalt and asphalt grindings					
Waste concrete debris					
Construction & Demolition Debris					
Contaminated soils					
Clay, Silt, water plant settled solids					
Ashes from the incineration of municipal sewage sludge					
Liquid Waste (stabilization)					

The quantities shown are approximate only and are subject to either increase or decrease and should the quantities of any of the items of work be increased, the additional work shall be performed at the unit prices set forth herein, and should the quantities be decreased, payment will be made on the actual quantities delivered at the unit prices set forth herein, and no claims for anticipated profits for any decrease in the quantities shall be accepted. Actual quantities will be determined upon delivery of materials to the initial handling facility. Extra work, if any, shall be performed in accordance with the specifications, and will be paid for in accordance with the provisions herein.

EXHIBIT B

DEFINITIONS

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.

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EXHIBIT C

AUTHORIZING LEGISLATION

If applicable, legislation will be generated once an award is made.

EXHIBIT D

CITY SECURITY POLICIES

(if applicable)

EXHIBIT D

CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.

B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.

C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.

D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.

B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.

2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.

3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.

4. All material shall meet the requirements of these specifications at the time that they are used in the work.

5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.

2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.

5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.

B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.

C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

A. Contractor must comply with City's security requirements for all job sites and City facilities. The City shall provide copies to the Contractor.

B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.

C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

A. The Contractor shall comply with the site security program at all times on City facilities.

B. The Contractor shall maintain the security program throughout the Contract duration.

C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.

D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.

B The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner as necessary.

D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.

E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.

B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.

C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

A. Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those

contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.

3. SOPs for safeguarding City equipment, supplies and property.

4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.

5. Established process for identification of employees PFD including location. Emergency notification procedures.

6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.

7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.

8. Emergency evacuation procedures including accounting for employees at a safe haven.

9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or City project manager.

10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.

2. Generally address safe work procedures for the activities within the Contractor's scope of work.

3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.

4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.

5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.

6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.

7. Include a site-specific emergency action and evacuation plan.

8. Include Hazard Communication/Right To Know Program.

9. Include security procedures for the Contractor's work, tools, and equipment.

10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.

11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.

C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.

D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.

E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.

F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

A. The Contractor shall be responsible for the safety of the Contractor’s and Engineer’s employees, the City’s personnel and all other personnel at the site of the work caused by their operations.

B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.

C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.

B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.

D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.

2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

3. Theft, vandalism, immoral conduct of any other criminal action.

4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.

5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.

E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.

F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished

by the Contractor and approved by the City.

G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.

H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.

B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. PROHIBITED ACTIVITIES:

1. Unauthorized removal or theft of CITY property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing CITY property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project

17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant 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, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant 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 Consultant's written notice to City is required under this subsection, Consultant 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, Consultant 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 Consultant 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 Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

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APPENDIX A

OFFICE OF CONTRACT COMPLIANCE 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

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

October 19, 2015

RE: Project No.: FC 8544, Annual Contract for the Disposal of Municipal Solid Waste

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.

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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/FBEs 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 MFBEs 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 MFBE, the MFBE 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 MFBE'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 MFBEs, 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 MFBEs 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

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

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 determinations 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(b) 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

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC 8544, Annual Contract for the Disposal of Municipal Solid Waste

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **Annual Contract for the Disposal of Municipal Solid Waste** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

24.3% AABE and 4.7% 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 outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs 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 at the time that the bid is submitted.

3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

4. 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.

5. 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.

6. 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.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: https://pro.prismcompliance.com/default.aspx. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms". Click OCC's quarterly list to access the current directory of certified firms."

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

FORM EBO-1

CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City ofAtlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentag of Total Bid Amount

Total MBE%_____
Total FBE% _____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ **Date:** _____ **FC#:** _____

Proponent's Contact Number:_____ **Project Name:**_____

Signature: _____ _____

Form EBO-3

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: _____

FORM 4

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

FC8544, Annual Contract for the Disposal of Municipal Solid Waste

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 submits 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 Accord 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.

B. 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**

C. 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
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Explosion, Collapse and Underground (XCU) Liability
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. 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.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **$3,000,000 per occurrence**.

☒ Coverage must follow form with primary policy
☒ May be used to achieve minimum liability limits
☒ Coverage must be as broad as primary policy

F. 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.

G. 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-8544, Annual Contract for the Disposal of Municipal Solid Waste**

"C No." **8544**

"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

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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

DRAFT

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-8544, Annual Contract for the Disposal of Municipal Solid Waste**
"FC No." **8544**

"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

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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

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APPENDIX C

GENERAL CONDITIONS

NOT APPLICABLE

APPENDIX D

<u>SPECIAL CONDITIONS</u>

NOT APPLICABLE

APPENDIX E

ADDITIONAL REQUIRED SUBMITTALS

APPENIX E – Additional Required Submittals
FC-8544, Annual Contract for the Disposal of Municipal Solid Waste
REQUIRED DOCUMENTS LIST

Item No.	Document Title/Document Name to be submitted as Appendix E	Reference listed Section in Solicitation for more information	Check the box if Submitted ☑
1	Landfill Remaining Capacity Documents	Exhibit A, Scope of Work, Section 2.2	☐
2	Landfill Permits and /Transfer Station Special Use Document(s)	Exhibit A, Scope of Work, Section 2.2	☐
3	Scaled Map of Transfer Station and Final Disposal Facilities – Include Physical Addresses	Exhibit A, Scope of Work, Section 2.2	☐
4	Permitting for Innovative or Alternative Solid Waste Processing	Exhibit A, Scope of Work, Section 2.4	☐
5	Daily Intake Capacity in Tons – Include all Waste Accepted	Exhibit A, Scope of Work, Section 2.5	☐
6	Intake Facility Days and Hours of Operation- Include Holiday Schedule	Exhibit A, Scope of Work, Section 2.5 and Section 2.7	☐
7	Any and All Federal, State and Local Enforcement Actions within five (5) years	Exhibit A, Scope of Work, Section 4.0	☐
8	All Inspections Conducted by Regulatory Agency(s) within five (5) years	Exhibit A, Scope of Work, Section 4.0	☐
9	Samples of Invoices and Tonnage Reports	Part 2: Contents of Proposals/Required Submittals 3.2.4.1.2	☐
10	Price per Ton/Unit for ALL Waste media	Exhibit A, Scope of Work, Section 6.3	☐