



CITY OF
FORESTPARK

Request For Proposals

RFP NO. 03102022

Solid Waste Management Services

March 10, 2022



CITY OF
FORESTPARK

745 Forest Parkway, Forest Park, GA 30297

404-366-4720

Website Home Page: www.forestparkga.gov

March 10, 2022

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Forest Park (the “City”), Department of Procurement (the “DOP”), a proposal for **Solid Waste Management Services**. The City, on behalf of the Department of Public Works (“DPW”) seeks to secure Request for Proposals (“RFP”) from qualified proponent(s) to manage (i.e., beneficial use, recycling and/or disposal) municipal solid waste (“MSW”), tree debris, and other wastes generated by and/or collected on behalf of the City. The qualified firm will furnish all labor, equipment and material to receive, process, beneficially use or dispose of MSW and other waste collected from the City.

A **Mandatory Pre-Proposal Conference** will be held on **Tuesday, March 22, 2022 at 11:00 a.m.**, at the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. 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 the DPW and DOP available at the conference to discuss this project and to answer any questions. Proponents are required to attend the Pre-Proposal Conference. A **Site Visit** is scheduled immediately following the Pre-Proposal Conference. The purpose of the Site Visit is to provide Proponents with an opportunity for an inspection of the related facilities. Proponents are urged 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. **The last date to submit questions in writing is Tuesday, March 29, 2022 by 5:00 p.m.**

Your response to this Request for Proposals must be submitted to designated staff of the Department of Procurement at 745 Forest Parkway, Forest Park, GA 30297, **no later than 2:00 p.m., EST, Thursday, April 14, 2022.**

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

Proposals will be publicly opened and read at 2:01 p.m. on the respective due date in the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297.

Request for Proposals
Solid Waste Management Services

March 10, 2022

Page 2

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility for monitoring the City's website for any addenda to the RFP. In the event of a conflict between a version of the Proposal in the Proponent's possession and the version submitted to the DOP, the version submitted to the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to ageeter@forestparkga.gov to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

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 its best interest.

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

Sincerely,

A. Girard Geeter
Procurement Manager

Mission Statement

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

REQUEST FOR PROPOSALS
for
03102022, SOLID WASTE MANAGEMENT SERVICES

Table of Contents

PART 1 INFORMATION AND INSTRUCTIONS TO PROPONENTS

PART 2 CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

PART 3 EVALUATION OF PROPOSALS

PART 4 REQUIRED SUBMITTALS

- Form 1 Proposal Submittal Letter
- Form 2 Illegal Immigration Reform and Enforcement Act Forms
- Form 3 Proponent Statement of Legal Status and Financial Capability
- Form 4 Acknowledgement of Insurance and Bonding
- Form 5 Acknowledgement of Addenda
- Form 6 Proponent Contact Directory
- Form 7 Reference List
- Form 8 N/A;
- Form 9 N/A;
- Form 10 Non- Collusion Affidavit;
- Form 11 Certification Regarding Debarment, Suspension, and Other Matters;
- Form 12 Trade Secret Status;
- Submittal Checklist
- Authority to Transact Business in Georgia
- Safety Record Form

PART 5 DRAFT SERVICES AGREEMENT

- Exhibit A Scope of Services / Program Requirements and Additional Compensation
- Exhibit A.1 Cost Proposal
- Exhibit B List of Forest Park Facilities
- Exhibit C Definitions
- Exhibit D Legislation
- Exhibit E Dispute Resolution Procedures

APPENDICES

- Appendix A Local, Small Business, Diversity (“LSBD”) Program
- Appendix B Insurance and Bonding Requirements

*Note: Submittal Checklist is not a required submittal. It is included for Proponent’s convenience.

PART I

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 Forest Park (the “**City**”), on behalf of its Department of Public Works (“**DPW**”), seeks to procure the following services (“**Services**”): qualified Proponents to manage (i.e., beneficial use, recycling and/or disposal) municipal solid waste (“**MSW**”), treedebris, and other wastes generated by and/or collected on behalf of the City. The qualified firm will furnish all labor, equipment and material to receive, process, beneficially use or dispose of MSW and other waste collected from the City. Proponents may submit proposals to manage an individual waste stream, a combination of waste streams, or all waste streams.
- 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. **03102022 – Solid Waste Management Services**, 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 Code and the particular method of source selection for the services sought in this RFP is Code Section 3-1-12 Competitive selection procedures for professional and consultant services. 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, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1. 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, 745 Forest Parkway, Forest Park, GA 30297, **no later than 2:00 P.M., EST** (as verified by the Bureau of National Standards) on **Thursday, April 14, 2022**. Any Proposal received after this time will not be considered and will be rejected and returned.

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

7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for, **Wednesday March 22, 2022, at 11:00 a.m.**, in the **City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297**. 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.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP shall be in writing and are to be submitted to the City of Forest Park; Attention: A. Girard Geeter - Procurement Manager, via email at ageeter@forestparkga.gov **on or before 5:00 p.m., EST on Wednesday, March 29, 2022**. 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 www.forestparkga.gov/rfps or <https://www.bidnetdirect.com/georgia/cityofforestpark>. Documents will also be available on the Georgia Procurement Registry website located at: <https://ssl.doas.state.ga.us/PRsapp/PRindex.jsp>. No Proponent may rely on any verbal response to any questions 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 Procurement Manager in writing.
9. **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.
10. **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.]" Proponents are to submit this with their proposal on **Form 12** provided in the RFP.
11. **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.
12. **Applicable Diversity Program:** The City's Diversity Program applicable to this procurement are set forth in Appendix A; Local, Small Business, Diversity ("**LSBD**") Program 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 LSBD Programs.
13. **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 Acknowledgement of Insurance and Bonding** 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.

14. 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.

15. Examination of Proposal Documents:

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

16. Oral Presentations: 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.

- 17. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City’s Code of Ordinances.
- 18. 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. The initial term of this agreement will be for three (3) years with an additional two (2) year renewal term if legislated.
- 19. 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 2**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with 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 2**) 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 2**). 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 2**) precedes the Affidavit.

- 20. 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.
- 21. Joint Venture:** Proponents will be required to form a Joint Venture (“JV”); each member of the JV will be required to fully complete and submit the required submittal form in accordance with the instructions on the forms in Part 4.

PART 2

CONTENTS OF PROPOSALS/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 Proponent shall submit a complete Cost Proposal to manage all waste groups, as defined in the Scope of Services. 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; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if a Services Agreement is awarded pursuant to this procurement. Proposals shall be clearly marked “Cost Proposal”.

2. Informational Proposals: 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 below Outline.

3. Information Required to be Included in Informational Proposal:

3.1. Summary: The following is a summary of information and presentation order 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:

- 3.1.1.1. Executive Summary;
- 3.1.1.2. Organizational Structure;
- 3.1.1.3. Overall Experience, Qualifications and Performance on Similar Projects (Scope of Services Section 5) should be included in this Section;
- 3.1.1.4. Key Personnel;
- 3.1.1.5. Management Plan / Technical Approach;
- 3.1.1.6. Diversion Plan (if proposed and applicable); and
- 3.1.1.7. City Transportation Distance.

3.1.2 Information Provided by a Proponent on Forms Provided by the City (“Required Submittals”): This information should be included in a **Volume II** to a Proposal:

- 3.1.2.1. **Form 1**; Proposal Submittal Letter;
- 3.1.2.2. **Form 2**; Illegal Immigration Reform and Enforcement Act (IIREA) Forms;
- 3.1.2.3. **Form 3**; Proponent Statement of Legal Status and Financial Capability;
- 3.1.2.4. **Form 4**; Acknowledgement of Insurance and Bonding;
- 3.1.2.5. **Form 5**; Acknowledgment of Addenda;
- 3.1.2.6. **Form 6**; Proponent Contact Directory;
- 3.1.2.7. **Form 7**; Reference List;
- 3.1.2.8. **Form 8**; N/A;
- 3.1.2.9. **Form 9**; N/A;
- 3.1.2.10. **Form 10**; Non- Collusion Affidavit;
- 3.1.2.11. **Form 11**; Certification Regarding Debarment, Suspension, and Other Matters;
- 3.1.2.12. **Form 12**; Trade Secret Status;
- 3.1.2.13. Authority to Transact Business in the State of Georgia;
- 3.1.2.14. Cost Proposal Form (**in a separate sealed envelope**); and
- 3.1.2.15. Appendix A: Local, Small Business, and Diversity (LSBD) Requirements forms and submittals, including Joint Venture Agreement, if applicable.

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.

3.2. 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:

(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, telephonenumber and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one 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 work 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:

- 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;
- The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;
- A description of the Proponent's plan for complying with the City's LSBD goals. This section should include detailed information regarding the essential subcontractors/ subconsultants the Proponent intends to use and should indicate the role 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
- Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.
- The Executive Summary will be evaluated based on completeness of the information requested in a concise, easily understood form.

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

3.2.2.1. Providing the Proponent's Management Organizational Chart, both graphically and in narrative format for personnel proposed to perform actual Services on the Project at the time of the JV's conception and estimated percentage of work performed on the Project (e.g., Principal 0.5% of time, Project Manager, 100%, etc.). 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 description 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.

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

3.2.3 Overall Experience, Qualifications and Performance on Similar Projects:

Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in Exhibit A: Scope of Services, attached to the Services Agreement included in this RFP at Part 5. This narrative should include:

3.2.3.1. Specifically identify the team's relevant qualifications and experience on similar projects and the tasks for which they will be responsible;

3.2.3.2. Provide evidence that prior Statements of Projected Project Cost estimates were accurate;

3.2.3.3. Demonstrate the ability to perform the work outlined in the scope of services on schedule and within budget;

3.2.3.4. Proponent shall not have been terminated for cause from any City contract in the preceding ten (10) years nor shall Proponent have any active litigation or claims pending against the City.

3.2.3.5. Include a minimum of two (2) examples of similar or related projects successfully completed; and

3.2.3.6. Include a preliminary work program and schedule. It is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project.

3.2.3.7. References of Past Performance: The proponent shall submit a minimum of five (5) and up to ten (10) project references at municipalities or companies for which Proponent is or was providing beneficial use, recycling and/or disposal of all waste groups as defined in this RFP.

- Any proposed technology or facility must be Commercially Proven. Commercially Proven is defined as a solid waste management alternative that has been designed, constructed, and operated at three locations in the United States on a commercial scale for at least three years in a reliable and consistent manner with a waste stream similar to that produced in the City. The alternative's capacity is appropriate to manage the quantity of solid waste collected by the City of Forest Park, and products of the processing have been effectively marketed.

- 3.2.3.8. The proponent shall submit the minimum project references containing the information below:
- 3.2.3.8.1. Client name, location, and dates during which services were performed.
 - 3.2.3.8.2. Clear description of overall project and services performed by your firm.
 - 3.2.3.8.3. Exact length of service performed by your firm, and overall project budget.
 - 3.2.3.8.4. Current contact information for Client(s)
 - 3.2.3.8.5. Project delivery statement concerning scope, budget and schedule (i.e. original scope/minor scope changes/major scope changes; completed on budget/completed over budget; completed on schedule/completed behind schedule)
 - 3.2.3.8.6. Letters of reference from at least five (5) of those clients should be for projects of similar sizes and scope, highlighting related experience and contracts.
 - 3.2.3.8.7. Contact names and telephone numbers must be included. Letters of reference should include a description of the work completed and contain some specific examples on how quality products were delivered on schedule and within budget.
- 3.2.3.9. Proponent shall have a minimum of five (5) years' experience, individually or shared, with managing applicable or all waste groups related to the services proposed in this proposal as defined in this RFP.
- Proposers shall complete the Project Experience Form for up to two (2) projects similar in scope for each waste group. In the event a single project includes more than one waste group, a single form may be submitted.
- 3.2.3.10. Proponent shall provide a description of facilities owned by Proponent or copy of contract with a Diversion and/or Beneficial Reuse site to be 100 percent capacity of Proponent's Diversion goal (if proposed and applicable).
- Proposers shall complete the Facility Information Form for all proposed facilities.
- 3.2.3.11. Proponent shall either provide a description of facilities owned by Proponent or copy of contract with a disposal site, to be 100% capacity of Tons Disposed. Contact information for personnel most knowledgeable of details of said contract shall be provided with the proposal for verification by City (if proposed and applicable).
- Proposers shall complete the Facility Information Form for all proposed facilities.

- 3.2.4 Key Personnel:** Identify and provide resumes for the individuals that the Proponent will use as Key Personnel (where applicable based on the services proposed under this RFP). At a minimum, Key Personnel should include, depending on the services proposed:
- 3.2.4.1. Project Manager – (e.g., responsible party who is also the primary project contact for the City);
 - 3.2.4.2. Principal-in-Charge (Area or District Manager);
 - 3.2.4.3. Operations Manager / Facilities Manager;
 - 3.2.4.3.1. Required Licenses / Certifications:
 - 3.2.4.3.1.1. Landfill Operator Solid Waste Association of North America (SWANA);
 - 3.2.4.3.1.2. Transfer Station Management (SWANA);
 - 3.2.4.3.1.3. Managing Recycling Systems (SWANA); and
 - 3.2.4.3.1.4. Certified Compost Operations Manager US Composting Council (USCC).
 - 3.2.4.4. Billing Specialist;
 - 3.2.4.5. Licensed Operator(s); and
 - 3.2.4.6. Licensed Haulers;
 - 3.2.4.6.1 Fats, Oils and Grease (F.O.G) Permit.
 - 3.2.4.7. Resume must be provided for Key Personnel identified in section above. Resumes should be organized as follows:
 - 3.2.4.8.1. Name and Title;
 - 3.2.4.8.2. Professional Background;
 - 3.2.4.8.3. Current and Past Relevant Employment;
 - 3.2.4.8.4. Education; and
 - 3.2.4.8.5. Certifications/Registrations.
 - 3.2.4.8.6. The Key Personnel will be evaluated based on completeness of the information requested in a concise, easily understood form (Resume Form). The Proponent’s Key Personnel Section of the Proposal should introduce the proposed Proponent team.
 - 3.2.4.8.7. Each Key Personnel and Key Subcontractors shall have been in their specified role for at least five (5) years and possess at least the Licenses/Certifications as specified above.
 - 3.2.4.8.8. Submission of this name constitutes a requirement of the Proponent to use the individual 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 Personnel during the project, Proponent must describe its back-

up personnel plan.

- 3.2.4.8. Proponent shall provide information on previous projects of similar size and scope of work. Proponent and each of the Key Personnel identified the paragraph above shall provide the names, addresses, and current phone numbers of a minimum of five (5) references (Proponent may use Form 7 provided by City at Part 4; Required Procurement Documents).

3.2.5 Management Plan/ Technical Approach: Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services. The Proponent shall describe its approach to the Scope of Service presented in Exhibit A. All proposals shall be comprehensive and include a detailed timeline and complete project timeline to go along with their narrative.

- The Proponent shall describe its management process and how it will be implemented 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, methods, techniques and procedures used to ensure accurate and comprehensive services to the City. Describe how the Proponent's organization structure supports this plan and clearly identify responsible and accountable parties and also its corrective action plan.

3.2.6 Proponent shall describe how it will specifically address the following:

3.2.6.1. How the Proponent will:

- 3.2.6.1.1. Ensure proper communications among pertinent project team members;
 - 3.2.6.1.2. Assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.6.1.3. Establish and maintain the necessary cooperative relationships; and
 - 3.2.6.1.4. Coordinate all necessary project activities within that team relationship.
- 3.2.6.2. Ability to quickly respond to fluctuations in volumes (increasing/decreasing) needs and depth/strengths to meet Department of Public Works requirements.
- 3.2.6.3. Proponent's proposed method to:
- 3.2.6.3.1. Identify and resolve issues during the project duration; and
 - 3.2.6.3.2. Make critical decisions.
- 3.2.6.4. Proponent's proposed method to manage Resources and Workload Capacity:
- Identify Project Manager and other Key Team Leaders workload capacity.
- 3.2.6.5. Identify Resources dedicated to delivery of the project.

- 3.2.6.6. Identify ability (relevant experience) in meeting project schedules.
- 3.2.6.7. The evaluation criteria will be used include completeness of the information provided, the team organization with appropriate level of involvement by listed personnel, the direct level of experience of the proponent(s) and key personnel compared to the proposed scope, the positive or negative nature of the References' provided information, both as described, and information provided by References.
- 3.2.6.8. Proponent shall prepare a Disposal Plan that describes the disposal operations including all hauling, storage, recycling, beneficial reuse and Disposal facilities, sites and equipment layout, utility requirements, quantity and capacity of hauling vehicles, containers, number of drivers, work schedule, hauling route, average turn-around time per load, location information of ultimate Disposal site and other information to describe the proposed operation that will handle the City's waste groups, as defined in this RFP.
- 3.2.6.9. 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 shall be included in a final agreement. The Proponent shall demonstrate that their facility(s) is capable of accepting the City's waste groups (type and quantity) as defined in this RFP.
- 3.2.6.10. Proponent shall provide written certification of the most current remaining capacity and projected life of the management facility and justify the ability to accommodate the City's estimated annual tonnage and any other tonnage which the contractor has committed to accept during the next ten (10) years.
- 3.2.6.11. The Proponent shall provide a narrative describing its proposed Transition Plan to commence its services and include a corresponding schedule.
- 3.2.6.12. The Proponent shall provide a narrative on its record keeping, reporting and accounting practices and systems.
- 3.2.6.13. The Proponent shall provide a narrative describing its customer service and outreach program.
- 3.2.6.14. Proponent shall prepare a Hauling, Beneficial Use and/or Disposal Plan that describes the associated operations including all hauling, storage, recycling, beneficial reuse and Disposal facilities, sites and equipment layout, utility requirements, quantity and capacity of hauling vehicles, containers, number of drivers, work schedule, hauling route, average turn-around time per load, location information of ultimate Disposal site and other information to describe the proposed operation.
- 3.2.6.15. 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 shall be included in a final agreement.

3.2.6.16. Proponent shall provide written certification of the most current remaining capacity and projected life of the management facility and justify the ability to accommodate the City's estimated annual tonnage and any other tonnage which the contractor has committed to accept during the next ten (10) years.

3.2.7 Diversion Plan: The Proponent's Diversion Plan Section of the Proposal should introduce the proposed Proponent Team by:

3.2.7.1. Proponent shall prepare a Diversion Plan that describes the diversion processes including mass balances, technologies, description and contact information for other sites utilizing proposed diversion technology, and other technical information describing the Beneficial Use technology(ies).

3.2.7.2. Proponent shall provide a narrative describing its Diversion Plan that addresses recycling, diversion and beneficial use of City's waste streams to help the City achieve its goals of the Materials Management, Recycling, Sustainability and Green Initiatives.

3.2.7.3. Proponent shall provide a narrative describing any innovative ideas that will help the City to progress towards ninety percent (90%) diversion goal as it relates to Materials Management, Recycling, Sustainability and Green initiatives.

3.2.7.4. Proponent shall complete the Diversion Plan form that identifies their proposed and contracted Diversion by year.

- 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 capacity for entities other than the City or alternatively, absolutely guarantee a maximum limit of other waste volumes which will be accepted at the proposed facility(s).

3.2.7.5 Proponent shall take into consideration for this RFP to include as part of its application, a detailed plan to within three (3) years of the contract award, begin delivering all of the waste that it hauls to a "Qualified Conversion Facility". For the purpose of this RFP, a "Qualified Conversion Facility" shall mean a facility the (1) sorts and converts waste into clean energy products by means of anaerobic digestion and/or gasification technologies and (2) leaves less than 5% of its by-product, exclusively in the form of inert materials, to be ultimately delivered to landfills.

3.2.8 City Transportation Distance (Tab in Volume I: Cost Proposal): The Proponent's City Transportation Distance Section of the Proposal should include:

- Proponent shall provide a scaled map indicating the locations and addresses of all facilities (including transfer stations, landfills, etc.) proposed to be used to satisfy the requirements of this scope for any and all waste groups proposed.

4. Cost Proposal Fee Schedule:

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 fee negotiation with the City. Submit one (1) original, marked "Original" and three (3) copies in a separate envelope.

5. Submission of Proposals:

- 5.1. 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: 03102022, Solid Waste Management Services and the name and address of the Proponent. All Proposals must be submitted to:

**A. Girard Geeter
Procurement Manager
Department of Procurement
745 Forest Parkway
Forest Park, Georgia 30297**

- 5.2. A Proponent is required to submit one (1) **original** and three (3) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, 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.
- 5.3. The City assumes no liability for differences in information contained in the copies of the Proponent's Proposal and that contained in the original proposal document. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's original proposal document.
- 5.4. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and three (3) copies of its Cost Proposal(s) with its Information Proposal(s).

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

A. The **responsiveness** of a Proponent is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

B. The **responsibility** of a Proponent is determined by 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 or provide 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.

7. Selection for Competitive Sealed Proposals:

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 3-1-16 of the City of Forest Park Code of Ordinances; and the factors in Part 3: Evaluation Proposals:

1. Previous experience demonstrating competence to perform the services involved in the solicitation;
2. Past performance of previous contracts with respect to time of completion and quality of services;
3. The fee or compensation demanded for the services;
4. The ability to comply with applicable laws;
5. The ability to comply with the schedule for the performance of the services, as required by the City;
6. The financial ability to furnish the necessary bonds;
7. The financial condition of the offeror;
8. The ability to provide staffing of management personnel, satisfactory to the City; and
9. The offeror's compliance with the requirements of the LSBDD programs, as may be required by ordinance.
10. Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals; and
11. Qualifications and experience of all proposed team members.

PART 3

EVALUATION OF PROPOSALS

PART 3: EVALUATION OF PROPOSALS

An Evaluation Committee, consisting of City representatives, will review the Proposals in accordance with this RFP. Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified here, and considering the information required to be submitted in each Proposal. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
5	Executive Summary	
10	Organizational Structure	
15	Overall Experience, Qualifications and Performance on Previous Projects	
10	Key Personnel	
20	Management Plan / Technical Approach	
10	City Transportation Distance	
5	LSBD Programs	
10	Financial / Capacity	
15	Cost Proposal	
100%	TOTAL SCORE	

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)
BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid/Proposal or Bid/Proposal will be Deemed Non-responsive.

RFP # _____

The undersigned, _____, hereby submits its qualification based bid/proposal to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the bid/proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the bid/proposal made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid/proposal including, but not limited to, the bid/proposal Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid/proposal.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this RFP Submittal Letter this _____ day of _____, _____.

By: _____

Title: _____

Sworn to and subscribed before me the _____ day of _____, _____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

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

1. The attached Contractor Affidavit (Form 2) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the 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(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization (*mm/dd/yyyy*)

Name of Contractor (*Legal Name of Offeror*)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing 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: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 2b)
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 (name of public employer) 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 (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the 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 (*mm/dd/yyyy*)

Name of Subcontractor (*Legal Name*)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing 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: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

For official and confidential use by the City of Forest Park, Georgia

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified **Contractor** has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:

FOREST PARK Solicitation #: _____

Project Name: _____

2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____

(hereinafter "Contractor")

2. Mailing Address: _____

3. City/State/Zip: _____

4. If at this address less than 1 year, prior address: _____

City/State/Zip: _____

5. Primary contact regarding this information: _____

6. Telephone Number: _____

7. Email Address: _____

C. Development Entity. The Development entity named above is:

- A sole proprietorship — Soc. Sec. # _____

- A corporation — FID # _____

- A nonprofit or charitable institution or corporation — FID # _____

- A partnership _____ — FID # _____

- A business association or a joint venture — FID # _____

- A limited liability company — FID # _____

- A Federal, State, or local government or instrumentality thereof

- Other / explain: _____

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. Date of organization: _____
2. State of organization: _____

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

Name, Title, Address, ZIP Code	Description of interest/relationship	% of Ownership Interest

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

- Yes No

If Yes, provide the following information:

Corporation/Firm	Relationship to Contractor	Common Officers/Directors/Owners/ Trustees/Representatives
Name Address		
Name Address		

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?

- Yes No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

- Yes No

If Yes, provide the following information:

Name	Court	Date	Status

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? *(attach additional sheets if needed)*

- Yes No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any past or pending criminal litigation?

- Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Charge/Current Status

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

- Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Current Status

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

- Yes No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor's obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor's ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

- Yes No

Project Name	Description	Date

O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor's financial capacity and capability to complete the project.

CERTIFICATION

I * _____ certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

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: _____

* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

Required Submittal (FORM 4)
Acknowledgement of Insurance and Bonding

I _____ on behalf of _____
("Proponent"), acknowledge that if selected as the successful Proponent for (enter project name
and number) _____, Proponent shall comply
with all insurance and bonding requirements for the project listed above and any other
attachments to the RFP which pertain to insurance and/or bonding.

Proponents understands that it is expected to share these requirements with potential sureties and
insurance brokers, agents, underwriters, etc. prior to the award of a contract and to take all
necessary steps to ensure compliance with the applicable requirements without delay. The
Proponent understands, acknowledges and agrees that any failure to fully comply with the
insurance and bonding requirements within 10 days of the date the Proponent receive a final
contract.

By executing this Acknowledgement of Insurance and Bonding requirements, I represent that the
Proponent understands and agrees to comply unconditionally with all requirements. I represent
that I am authorized to make the representation contained herein on behalf of the Proponent.

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: _____

Acknowledgment of Addenda

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Proponent Contact Directory

Proponent Name: _____

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS

The purpose of the Offeror 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 an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

**Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least five (5) references. The references provided shall not be from the same project and must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror's past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Required Submittal (FORM 7)
Reference List (cont.)

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 4

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 5

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 10
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid or proposed by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid/proposal is made without reference to any other bid/proposal and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

7. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
8. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
9. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
10. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Agent

Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 12
TRADE SECRET STATUS

Submittal

Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below “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 three (3) complete copies of the Original Proposal including all required attachments.

The City assumes no liability for differences in information contained in the Proponent’s Original Proposal Submission and that contained in the copies of the Original Proposal. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s Original Proposal.

Item Number	Proposal Submittal Check Sheet	Check <input type="checkbox"/>
1	Volume I - Informational Proposal: <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Overall Experience, Qualifications, and Performance on Previous Similar Projects <input type="checkbox"/> Key Personnel <input type="checkbox"/> Management Plan / Technical Approach <input type="checkbox"/> Diversion Plan <input type="checkbox"/> City Transportation Distance	
2	Volume II - Local, Small Business, Diversity (“LSBD”) Program (Appendix A Required Submittals Forms 1-4)	
3	Volume II – All Required Procurement Documents (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). <u>Required Submittals include but are not limited to:</u> <input type="checkbox"/> Form 1; Proposal Submittal Letter <input type="checkbox"/> Form 2; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 3; Proponent Statement of Legal Status and Financial Capability <input type="checkbox"/> Form 4; Acknowledgement of Insurance and Bonding <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; N/A <input type="checkbox"/> Form 9; N/A <input type="checkbox"/> Form 10; Non- Collusion Affidavit <input type="checkbox"/> Form 11; Certification Regarding Debarment, Suspension, and Other Matters <input type="checkbox"/> Form 12; Trade Secret Status <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Safety Record Form <input type="checkbox"/> Insurance and Bonding Requirements	
4	Separate Sealed Envelope <input type="checkbox"/> Cost Proposal	
5	Proponent’s Official Company Name: Company Physical Address:	
6	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
7	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Telephone Number: _____ Email Address: _____	

SAFETY RECORD FORM

I. General Information

Name of Firm:	
Business Address:	
Telephone:	Fax:
Prepared by/Title:	Date prepared:

II. Experience Modification Rates

A. List your firm's Workers Compensation Experience Modification Rates (EMR) for the last three years.

Year	Experience Modification Rate (EMR)

III. OSHA Incidence Rates

A. List your firm's Occupational Safety Health Administration (OSHA) total recordable incidence rates for the last three years.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*

* Use your OSHA Form No. 200 and the formula:

$$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$$

III. OSHA Incidence Rates (cont'd)

B. Provide your incidence rates over the last three years for the following categories:

Category	Incidence Rate by Year*		
	Year	Year	Year
Injuries and Illness with Lost Work Days			
Injuries and Illness with Job Transfer or Restricted Work Days			

* Use your OSHA Form No. 200 and the formula:

$$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$$

C. Provide your incidences of fatality over the last five years:

Category	Fatalities by Year				
	Year	Year	Year	Year	Year
Number of Fatalities					

D. Does your firm have any upheld OSHA citations in the past five years?

Yes No (If yes, attach explanation)

IV. Safety Program Information

A. Do you have a written safety program?

Yes No (If yes, attach outline)

B. Which of the following does your safety program contain:

1. Does your company require health and safety training of its subcontractors?

Yes No

2. Is documentation of health and safety training required?

Yes No

3. Do you have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

Yes No

4. Do you have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

SAFETY RECORD FORM

Yes No (If yes, attach explanation)

5. Do you have a “Hot Work” permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes No (If yes, attach explanation)

6. Do you have a “Lock-Out/Tag-Out” program (29 CFR 1910.417)?

Yes No (If yes, attach explanation)

C. Do you have an Equipment Maintenance Program for the following:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Miscellaneous construction tools and equipment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Ladders? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Scaffolds? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Heavy Equipment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Vehicles? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

D. Do you have a new employee safety orientation program?

Yes No

1. If yes, does it include instruction in the following:

- | | | |
|-----------------------------------|------------------------------|-----------------------------|
| (a) Company Safety Policy | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Company Safety Rules | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Safety Meeting Attendance | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Company Safety Record | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) Hazard Recognition | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (f) Hazard Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (g) Injury Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (h) Non-Injury Accident Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (i) Personal Protective Equipment | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (j) Respiratory Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (k) Fire Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (l) Housekeeping | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (m) Toxic Substance | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (n) Electrical Safety | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (o) Fall Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (p) First-Aid/CPR | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (q) Driving Safety | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (r) Hearing Conservation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (s) Lock-Out/Tag-Out | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (t) Bloodborne Pathogens | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (u) Asbestos | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (v) Confined Spaces | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (w) Hazard Communication | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

IV. Safety Program Information (cont'd)

E. Do you conduct safety meetings for your employees? Yes No

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

F. Do you conduct health and safety audits of work in progress?

Yes No

1. If yes, who conducts the audits?

2. How often are the audits conducted?

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes No

1. If yes, how is this notification accomplished?

- | | | |
|---|------------------------------|-----------------------------|
| (a) Safety meetings | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Post notification in office | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Post notification at the site where the incident occurred | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Other _____ | | |

H. Is safety a criteria in evaluating the performance of:

- | | | |
|----------------|------------------------------|-----------------------------|
| 1. Employees | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Supervisors | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Management | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I. Does your firm hold "tailgate" safety meetings? Yes No

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

J. Does your company have a drug and alcohol testing policy?

Yes No

K. Does your company require that subcontractors participate in a drug surveillance/testing program?

Yes No

L. Does your company have a method of disseminating safety information?

Yes No

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 003102022

This Professional Services Agreement (“Agreement”) is entered into and effective as of _____, 2022 (the “Effective Date”) between the City of Forest Park (“City”) and the service provider (“Contractor”) set forth below.

Contract Name: Solid Waste Management Services	Contract No.
Contractor	City of Forest Park
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Contractor the services (“Services”) described 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. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end three (3) years later. 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 two (2) year terms according to the following procedure:

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

2.2.2 If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Contractor of such renewal, at which time Contractor 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 Contractor that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit C** 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 A.1– Cost Proposal
4. Exhibit B– List of Forest Park Facilities
5. Exhibit C – Definitions
6. Exhibit D - Legislation
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Local, Small Business, Diversity (“LSBD”) Program
9. Appendix B - Insurance and Bonding Requirements
10. Additional Contract Documents²

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

5. **Services.**

5.1 **Description of Services.** Contractor 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, then they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Contractor Personnel required for the proper performance of Services shall

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.

² 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.

be furnished by and be under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional 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”).³ 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 Contractor which may or may not require legislative approval under Code Section 3-1-30;

(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 Contractor pursuant to Code Section 3-1-30; and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 3-1-30 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 3-1-30 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 Contractor describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Contractor 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 Contractor.

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

³ 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.).

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 Contractor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor 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, and Contractor shall, in good faith, evaluate such proposed Change Request. If City and Contractor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 3-1-30. Nothing in this Agreement shall, in the event of disagreement between City and Contractor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code Section 3-1-30, and City and Contractor agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Contractor shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Contractor, 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, Contractor 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. Contractor's Obligations.

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

6.2 Contractor Authorized Representative. Contractor designates the Contractor Authorized Representative named on page 1 of this Agreement ("Contractor Authorized Representative") and, such Person shall: (a) be a project executive and employee within Contractor's organization, with the information, authority and resources available to properly coordinate Contractor's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (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, Contractor will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Contractor Personnel.

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Contractor 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 Contractor subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Contractor 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 of any subcontractors.

6.6 Key Contractor Personnel and Key Subcontractors.

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

- (a) _____;
- (b) _____; and
- (c) _____.

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

- (a) _____;
- (b) _____; and
- (c) _____.

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

6.7 Conflicts of Interest. Contractor 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 Contractor nor any Contractor 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 Work Product, Service or other document or item to be submitted or prepared by Contractor 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 Work Product, 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 Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of the City Authorized Representative. However, Contractor 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 Contractor any amount in addition to the Charges for Contractor's provision of the Services. Contractor Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Contractor 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**, Contractor shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Contractor's performance of the Services. Contractor is responsible for payment of such Taxes to the appropriate governmental authority. If Contractor is refunded any Tax payments made relating to the Services, Contractor 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 Contractor 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 Contractor agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Contractor 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, Contractor shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Contractor.

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

9.1 Authority. Contractor 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. Contractor 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 Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of Services by Contractor is pending or threatened.

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

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

9.4 Materials and Equipment. Any equipment or materials provided by Contractor 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.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by

Contractor in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10. Compliance with Laws.

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

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

10.3 Consents, Licenses and Permits. Contractor 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 Contractor 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, Contractor 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 or regulation, including, without limitation, a request made pursuant to the Georgia Open Records Act, O.C.G.A. Section 50-18-70, et seq. To the extent that a party contends that any information disclosed to the other party constitutes a trade secret that is exempt from disclosure under the Georgia Open Records Act, it shall comply with the requirements of O.C.G.A. Section 50-18-72(a)(34). This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not. .

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Contractor 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 Contractor has any rights to the Work Product that cannot be assigned to City, Contractor 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 Contractor Personnel may not originally vest in City by operation of Applicable Law, Contractor 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, Contractor 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. Contractor irrevocably designates City as Contractor’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Contractor’s name, with the same force and effect as if performed by Contractor.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Contractor will provide to City, and any Person designated by City, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits

and inspections of Contractor, Contractor 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 Contractor's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Contractor shall provide full cooperation to the 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 business hours (except with respect to Services that are performed during off-hours).

13.1.3 Contractor 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 Contractor, Contractor shall promptly refund such overpayment and Contractor 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 Contractor.

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, Contractor 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 Contractor.

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

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

(b) compensation or benefits of any kind, by or on behalf of Contractor Personnel, or any subcontractor, claiming an employment or other relationship with Contractor 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 Contractor Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Contractor or Contractor Personnel, to the extent such claim

is based on the act or omission of Contractor or Contractor 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 Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; 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 Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

14.2 **Intellectual Property Indemnification by Contractor.** Contractor 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 processes, procedures, Work Product, materials and methodologies used by Contractor (or any Contractor agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Contractor hereunder is held to constitute, or in Contractor's reasonable judgment is likely to constitute, an infringement or misappropriation, Contractor 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 processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services 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 processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

15. **Limitation of Liability.**

15.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONTRACTOR" 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; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled “Confidential Information”**; or (d) 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. Contractor 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 Contractor, terminate this Agreement:

(a) for a material breach of the Contract Documents by Contractor that is not cured by Contractor 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 Contractor that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor’s performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor’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”**, Contractor 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 Contractor if Contractor: (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, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor’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 Contractor in its business within the thirty (30) days following termination. If requested, Contractor shall substantiate such costs with proof satisfactory to City.

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

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor 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 Contractor 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 Contractor.

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 Clayton 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.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

20. General.

20.1 Notices. Any notices 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 745 Forest Parkway, Forest Park, Georgia, 30297, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

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

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

20.4 Publicity. Contractor 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 or observance 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. Contractor is an independent Contractor of City and nothing in this Agreement shall be deemed to constitute Contractor 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. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Contractor 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, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor'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 Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Contractor 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 Contractor. Contractor 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.

21. Ethics in Contract

21.1 Gratuities and Kickbacks. In accordance with the City of Forest Park's Code of Ordinances, Section 3-1-9, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or 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. Additionally, it shall be 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.

21.2 Fraud and Misrepresentations. Any written or oral information provided by Contractor directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the City of Forest Park relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Contractor agrees to immediately notify the City of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Contractor further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the City Attorney. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment; and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on the respective dates under each signature. This Contract is executed under seal.

CITY OF FOREST PARK, GEORGIA

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Finance Director

Corporate Secretary/Assistant
Secretary

Public Works Director

ATTEST:

[Corporate Seal]

City Clerk

APPROVED AS TO FORM:

City Attorney

[City Seal]

EXHIBIT A

SCOPE OF SERVICES / PROGRAM REQUIREMENTS AND ADDITIONAL COMPENSATION

1. SCOPE OF WORK.

1.1. CONTRACTOR'S RESPONSIBILITIES/OBLIGATIONS:

The Work to be provided by CONTRACTOR hereunder shall be as set forth in the Scope of Work including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all trash, bulk waste, garbage, single stream recyclable materials and commercial solid waste generated from all residential and commercial entities within the incorporated limits of the CITY, or that come within the CITY limits by reason of annexation during the term hereof, and to transport such solid waste and single stream recyclable materials to a disposal facility, and perform other services detailed herein incidental to such Work. The CONTRACTOR will collect refuse in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the CITY Clerk. When changes to the schedule are necessary, the CITY shall confer with the CONTRACTOR regarding such changes. All such scheduled changes shall be communicated to all affected residents and commercial entities thirty (30) days prior to the implementation of such changes by the CONTRACTOR.

CITY recognizes the following holidays, whereupon no refuse collection shall occur: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Thanksgiving, Christmas and any other holidays approved by the CITY.

Additionally, CONTRACTOR shall provide commercial and recycle service and containers to the CITY'S facilities listed on Exhibit "B." attached hereto at no additional cost to the CITY. CONTRACTOR MUST BE ABLE TO FULFILL CONTAINERS AND SERVICES WITHIN 30 DAYS (OR BY JUNE 30TH) OF CONTRACT APPROVAL.

2. RESIDENTIAL SERVICES:

CONTRACTOR shall provide Refuse collection service for all CITY residents as listed below:

2.1. Dead animals will not be collected.

2.2. All residential service will be curbside unless a backdoor service has been established due to disability or special permit of the resident from the Director of Public Works and the backdoor service participant has signed an appropriate waiver to allow CONTRACTOR to access such resident's property.

2.3. Each Resident may have up to two 95-gallon carts for the collection of Municipal Solid Waste or Recyclable Materials IF Recyclable Materials are collected under the terms of the agreement with the City. If Recyclable Materials are not collected, each Resident may have one 95-gallon cart.

2.4. Yard Trimmings /Limbs will be collected once per week and bags of leaves (pine straw, acorns, etc.). Any volume limitations and the condition of such items prior to collection shall be set forth in the agreement with the City.

2.5. Bulk Waste items will be picked up on Wednesdays (i.e. furniture, sofas, chairs, appliances, etc.) Any volume limitations and the condition of such items (including any surcharges, if any) prior to collection shall be set forth in the agreement with the City.

- 2.6. Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected, and it shall be a violation of the CITY Code for any person to place any such item, product or material in any refuse can or container for collection.
- 2.7. CONTRACTOR shall not be responsible for collecting or hauling discarded building material, dirt, broken concrete, bricks, rock or debris. Such material must be disposed of by the property owner or the owner's contractor.
- 2.8. CONTRACTOR shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.
- 2.9. CONTRACTOR shall be responsible for educational services annually to promote and educate residents about single stream recyclable and other services.

3. COMMERCIAL WASTE AND SINGLE STREAM RECYCLABLE COLLECTION AND DISPOSAL

- 3.1. Commercial Solid Waste. CONTRACTOR shall collect and dispose of all Commercial Solid Waste within the CITY limits that are properly placed in the appropriate containers and that meet the specifications of this Contract and Governmental Regulations. The Work provided by CONTRACTOR shall include, but is not limited to, pick up of front load, rear load, compactors and roll-off containers, and pickup of commercial/industrial single stream recycling dumpsters and/or carts.
- 3.2. Recycling Services. CONTRACTOR shall quote recycling service with and without a recycling component.

4. ROLL-OFF CONTAINERS

- 4.1. Orders for Compactors and roll-off containers shall be placed through the Department of Public Works and dispatched through CONTRACTOR. CONTRACTOR shall inspect customer sites for suitability and give assessment of proper size for new compactors.

5. CLEAN SWEEP

CLEAN SWEEP events will be scheduled for four (4) times per year with times and dates to be mutually agreed upon and scheduled by CONTRACTOR and the director of Public Works. A CLEAN SWEEP event is one in which the CONTRACTOR will provide Open Top Roll offs at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of non-recyclable goods collected during these events. CLEAN SWEEP events will be scheduled only on Saturdays.

6. EXCLUDED WASTE

The CONTRACTOR shall not be required to collect, transport, dispose of or otherwise handle Hazardous Constituents or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). The CONTRACTOR

shall accept title to Municipal Solid Waste and Commercial Solid Waste upon collection and placement into the CONTRACTOR's collection vehicles, except for Hazardous Constituents and other waste excluded by this Contract. Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the CONTRACTOR acquires title pursuant to the terms of this Contract shall be the responsibility of the CONTRACTOR until it is properly disposed of.

7. **NOTICES REGARDING INTERRUPTION.** In the event of an equipment failure or other circumstances that interrupt normal refuse collection by the CONTRACTOR, the CONTRACTOR shall notify the CITY's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message . Failure to service as agreed shall result in fines and penalties up to \$300.00 per day to CONTRACTOR. A formal, written report detailing the facts regarding the circumstance , and the corrective measures taken, shall be provided to the CITY within one (I) week of its occurrence .

8. **NUISANCE**

The CONTRACTOR shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if CONTRACTOR is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection in accordance with the Contract Standards. Should any such nuisance condition occur as described above, while CONTRACTOR is providing the Work hereunder , the CONTRACTOR shall expeditiously remedy the condition and hold the CITY harmless from any loss or expense related thereto. Fines or penalties up to \$300 per day shall be applicable if said nuisance condition is not corrected within 24 hours.

9. **REPORTS**

The CONTRACTOR shall provide the following reports to the CITY on a monthly basis:

- (1) A Transfer Station Tonnage Report.
- (2) A report on Code Violations of commercial establishments, residential units and multiple unit dwellings. The report shall include the type of violation. the address of the violation and any other information that would aid in the CITY issuing a citation for the violation.
- (3) A Total Tonnage report of solid waste disposed of and identified by source (residential or commercial).
- (4) A report on destination and disposal site locations for all solid waste.
- (5) Reports of consumer complaints it receives and a description of and resolution of the complaints.

10. **AUTHORIZED REPRESENTATIVES.**

- 10.1. **CITY's Representative.** The CITY's Representative will be the CITY's Director of Public Works. CITY's Representative may be changed upon prior written notice delivered to CONTRACTOR.

- 10.2. CONTRACTOR's Representative. CONTRACTOR must designate in writing one (1) person acceptable to CITY's Representative to serve as its representative ("CONTRACTOR's Representative") in all dealings with CITY.

11. CITY'S RESPONSIBILITIES

- 11.1. Each residential unit and each business establishment in the CITY is required to use the sanitary services provided by the CITY through CONTRACTOR, provided however, that if the solid waste and single stream recycling materials generated by any commercial entity be in such form, size or bulk that they cannot be physically handled by equipment employed by the CITY or CONTRACTOR for the removal of such waste and materials, then, upon application to the CITY for a plan of private removal, and upon the approval of such a plan, such commercial establishment may be allowed to remove such oversized solid waste and recycling material, along with any other waste normally generated by such establishment. To the extent permitted by law, the CITY shall enforce its ordinances to prohibit waste collection services in the CITY except through CONTRACTOR.
- 11.2. The CITY has an established code of ordinances regarding the preparation and storage of residential refuse for collection. The following regulations shall apply with regard to each resident.
- 11.3. Garbage shall be stored in garbage containers with wheels as approved by the Director of Public Works and provided by CONTRACTOR. Each household will be issued one (1) garbage container and one single stream recycling container, or a total of two (2) garbage containers which shall remain the property of the CONTRACTOR. Additional containers are available for a month charge.
- 11.4. Garbage and recycling containers shall be placed curbside no earlier than 6:00 p.m. of the day before collection and must be removed from curbside no later than 6 p.m. the day of collection. Violation of this Code more than three (3) times per year will result in a citation by Public Works officials or code enforcement that shall carry a minimum of twenty-five-dollar (\$25.00) fine on the resident. Exception will be handicapped /disabled customers and for customers whom CONTRACTOR agrees to elect back yard service and pay additional fees. CONTRACTOR shall report such violations to the CITY for enforcement.
- 11.5. Garbage and recycling containers that are inside secured fenced areas will not be picked up by CONTRACTOR.
- 11.6. Pet litter must be placed in a securely tied plastic bag.
- 11.7. Yard trimmings shall not be mixed with household garbage or trash but shall be placed curbside no sooner than the day before pickup is scheduled. Yard waste shall be collected once a week, but not necessarily on the same day as solid waste. Leaves, pine straw and grass clippings shall be disposed of in paper recyclable bags manufactured for yard trimming disposal, and when full, not to exceed thirty (30) pounds in weight. Limbs, twigs, and heavy brush not to exceed four (4) feet in length and four (4) inches in diameter, shall be bundled and tied with rope or string. Bundles may not exceed thirty (30) pounds and must be stacked in a compact pile on the owner's property in front of the residence adjoining the curb or curb line, but such pile shall not extend into the street or onto the sidewalks or driveway and shall not be located so as to impede or obstruct or divert the flow of surface water or block drains.

Each resident has a weekly limit of fifteen (15) recycle bags, bundles, or a combination of the two (2).

12. INDUSTRIAL, COMMERCIAL AND MULTIPLE DWELLING REFUSE

- 12.1. The CITY has an established code of ordinances regarding the preparation and storage of industrial, commercial, apartment buildings and other multiple dwelling refuse for collection. The following regulations shall apply with regard to all industrial, commercial and multiple dwellings:
- 12.2. The Director of Planning, Building and Zoning of the CITY shall not issue a building permit for industrial, commercial or multi-family dwellings until the Director of Public Works gives his approval to proposed plans for the storage of refuse.
- 12.3. The CITY will not collect refuse from industrial, commercial or multi-family dwellings unless the refuse is placed in containers approved by the Director of Public Works and located at a place approved by the Director. Cardboard boxes must be flattened and placed in containers.
- 12.4. Commercial front and rear load containers' doors and lids are always to be left closed except when loading or unloading.

13. CHARGES FOR SANITARY SERVICES

- 13.1. CITY shall pay CONTRACTOR for sanitary services provided pursuant to this Contract in accordance with the compensation schedule attached hereto as Exhibit "A"
- 13.2. CONTRACTOR shall be compensated for services as set forth on Exhibit "A," Compensation Schedule, incorporated herein by reference as if fully set forth. CITY will pay all uncontested bills within thirty (30) days of receipt.
- 13.3. CONTRACTOR shall provide free sanitation services to the CITY facilities listed on Exhibit "B", incorporated herein by reference as if fully set forth herein.

EXHIBIT A.1

COST PROPOSAL

**EXHIBIT A.1
COST PROPOSAL**

**Service to Current Customers
(Submit Price for One (1) Year)**

	WASTE STREAM COMPONENT	WASTE STREAM SUB-COMPONENT	Qty, Residences	AVERAGE YEARLY TONNAGE	UNIT PRICE \$/TON	PROPOSAL QTY (TONS)	EXTENDED COST	MANAGEMENT SITE LOCATION
Residential	Residential Solid Waste	Putrescible and non-putrescible wastes	6,000	21,600				
		Bulky Items	6,000	2400				
	Recyclable Materials	Paper, Plastic, Glass, Aluminum and Steel	6,000	600				
	Yard Timmings	Vegetative Wastes	6,000	1200				
Multi-Unit Dwelling	Residential Solid Waste	Putrescible and non-putrescible wastes		2600				
		Bulky Items		2400				
	Recyclable Materials	Paper, Plastic, Glass, Aluminum and Steel		0				
Commercial			Businesses					
	Commercial Solid Waste	Putrescible and non-putrescible wastes	630	19200				
	Recyclable Materials	Paper, Plastic, Glass, Aluminum and Steel		0				
		Cardboard		960				
Rolloff/Compactors	Commercial Solid Waste	Putrescible and non-putrescible wastes		84,000				
		Construction		24,000				
	Recyclable Materials	Paper, Plastic, Glass, Aluminum and Steel		240				
		Cardboard		612				
		Wood		0				
	Heavy Metal		240					

The undersigned declares that he understands that the quantities shown are approximate only and are subject to either increase or decrease and that should the quantities of any of the items of work be increased, the undersigned agrees to do the additional work at the unit Prices set forth herein, and should the quantities be decreased, the undersigned also understands that payment will be made on the actual quantities installed at the unit proposal Price, and the undersigned will make no claims for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the job.

The undersigned also agrees that extra work, if any, performed in accordance with the specifications and will be paid for in accordance with the provisions of those Articles. Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The proposal prices shall include all costs of completion of the work except as otherwise specified in the Contract Documents.

The names and residence addresses of all persons and parties interested in the foregoing proposal as principals are as follows:

Give first and last names in full. In the case of a corporation, give name of President, Treasurer and Manager. In the case of a partnership, give names and addresses of members.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Name (print): _____

Signed: _____

Date: _____

(Corporate Seal)

EXHIBIT B

LIST OF FOREST PARK FACILITIES

EXHIBIT B

LIST OF CITY OF FOREST PARK FACILITIES

CITY OF FOREST PARK BUILDINGS/PARKS	CARTS	SIZE	DUMPSTER	SIZE-YARD	ROLL OFF CONTAINER	SIZE-YARD	SERVICE
CITY HALL	2	95 GALLON					1X WKLY
PBZ	2	95 GALLON					1X WKLY
RECREATION	4	95 GALLON					1X WKLY
POLICE	6	95 GALLON	1	8			1X WKLY
FIRE STATION 1			1	4			1X WKLY
FIRE STATION 2			1	4			1X WKLY
FIRE STATION 3			1	8			1X WKLY
SENIOR CENTER	5	95 GALLON					1X WKLY
PUBLIC WORKS	2	95 GALLON	1	8			3X WKLY
FLEET MAINTENANCE			2	4			1X WKLY
SIGN SHOP			1	6			2X WKLY
EVENTS	10	95 GALLON					
WORK TRUCKS	7	95 GALLON					
STARR PARK	20	95 GALLON					1X WKLY
KAWANIS STADIUM	6	95 GALLON	1	8			2X WKLY
SOCCER FIELD	4	95 GALLON	1	8			2X WKLY
LOCKHART FIELD	1	95 GALLON					1X WKLY
RECYCLE CENTER			13	8			1X WKLY
RECYCLE CENTER			3	4			1X WKLY
RECYCLE CENTER					5	20	5X WKLY
RECYCLE CENTER					1	30	5X WKLY
RECYCLE CENTER					1	40	1X MONTHLY

UPDATED 03/07/22

EXHIBIT C

DEFINITIONS

EXHIBIT C **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.

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

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

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

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

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

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

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

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

EXHIBIT D

AUTHORIZING LEGISLATION
(IF APPROPRIATE, WILL BE INCLUDED WITH
CONTRACT DOCUMENTS)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

2.1 If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2.2 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

2.3 If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

2.4 If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A

Local, Small Business, Diversity (“LSBD”) Program

Local Small Business Diversity Program

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBDD participation goals are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize local, veteran-owned, minority, women, and disadvantaged business enterprises whenever possible.

Included in this RFQB are subcontracting/subconsultant forms that all Bidders will be required to complete along with their Bids (in addition to general contractor forms). All forms included in this solicitation must be completed for Bidder to be considered responsive.

Each Bidder must propose to achieve the LSBDD participation goal that is equal or greater than the percentage required. Each Bidder will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under the City of Forest Park’s Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non- responsive.

The participation goal for this procurement is 25 percent (25%)

A business is considered Local if they meet the following:

1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of the city;
2. The business or supplier must provide a copy of a current occupational tax certificate;
3. The business or supplier must have paid all real and personal taxes (if any) owed the city and not otherwise owe the city any funds; and
4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

A Small Business means a locally based business whose average annual gross receipts or number of employees averaged over the past five years must not exceed the size standards as defined pursuant to 15 C.F.R § 121.201 et al., who demonstrates that individual owner’s personal net worth and does not exceed \$750,000.00, exclusive of the individual’s ownership interest in their primary residence and the value of the LSBDD.

LSBDD Required Forms –

To be submitted with Bid:

1. LSBDD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm

will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.

2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

5. LSBE-5 Post Award Monthly LSBD Participation Report – Contract Goal: Report detailing percentage of LSBD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a monthly basis.
6. LSBD-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a LSBD subcontractor is being substituted following post award.

Supplements

1. Form LSBD-1, Covenant of Non-Discrimination
2. Form LSBD-2, Sub-Contractor Contact Form – Contract Goal
3. Form LSBD-3, Local, Small Business, Diversity Project Participation Plan
4. Form LSBD-4, Statement of Good Faith Efforts
5. Form LSBD-5, Post-Award-Monthly LSBD Participation Report Contract Goal
6. Form LSBD-6, Subcontractor Removal/Substitution Form

FORM LSBD-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Forest Park (COFP) to promote full and equal business opportunity for all persons doing business with the City. The undersigned covenants that we have not discriminated on the basis of a firm's revenue, employee count, social or economic disadvantages, minority, gender, or veteran status, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms LSBD-2, LSBD-3 and LSBD-4. Set forth below is the signature of an officer of the Bid entity with the City of Forest Park to bind the entity.

I, _____(Name, Title), on behalf of _____ (Company),
by my signature below, do hereby promise:

1. To adopt the policies of the City of Forest Park relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of COFP;
2. Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

By: _____

Title: _____

Sworn to and subscribed before me the _____ day of _____,
_____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

Instructions to Contractors

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the bid/proposal. **Failure to submit this form will result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business **(if applicable)**
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

FORM LSBD-2

CITY OF FOREST PARK SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (*LSBE and Non-LSBD*) that were **contacted** regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
John Smith	Company ABC 123 Main Street Morrow, GA 30260 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	Will perform as sub

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Sample

FORM LSBD-2

CITY OF FOREST PARK SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (*LSBE and Non-LSBD*) that were **contacted** regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
John Smith	Company ABC 123 Main Street Morrow, GA 30260 770-123-4698	Yes	Hauling	DBE	Will perform as sub

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – Cont'd

List all sub-contractors or suppliers (LSBD and Non-LSBD) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

Bidder's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

FORM LSBD-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

The Bidder must complete the project participation plan for sub-contractor/supplier utilization and **submit the form with the Bid**. **Failure to submit this form will result in a Bid being deemed “nonresponsive”**. Each project participation plan for sub-contractor/supplier must include the following:

1. Name of subcontractor/supplier: Provide name of the subcontractor or supplier contacted to perform work on the project.
2. Contact Name, Address & Phone Number: Provide contact information of the subcontractor/supplier contacted.
3. City of Forest Park Business License: State if the subcontractor/supplier contacted is a City of Forest Park licensed business.
4. Type or Scope of Work to be Performed: Describe the type or scope of work subcontractor/supplier will perform.
5. Certification of Business Owner: Provide minority code/classification (if applicable). Examples include, but not limited to: Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Veteran Owned Business (VOB), etc.
6. Estimated Dollar Value of Work: Provide an estimated dollar value for the work to be performed by subcontractor/supplier within the project scope.
7. Percentage of Total Bid Amount: Provide an estimated percentage of the total Bid amount that will be paid to the subcontractor/supplier.
8. Signature of Bidder: All LSBD Participation Plans must be signed and dated by Bidders.

Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount

FORM LSBD-3

CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors/suppliers, including lower tiers, **to be used** on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
John Smith	Company ABC 123 Main Street Forest Park, GA 30297 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	\$4200	8.4%

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

Sample

FORM LSBD-3

CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all subcontractors/suppliers, including lower tiers, **to be used** on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
John Smith	Company ABC 123 Main Street Forest Park, GA 30297 770-123-4698	Yes	Hauling	DBE	\$4200	8.4%

Total Local Business, % _____ **Total Small Business %** _____ **Total Minority Business %** _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ **Date:** _____ **FC#:** _____

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

Signature: _____

FORM LSBD-4

STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSBD Form 2 Sub-contractors Contact Form submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDS in your bid/proposal. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

CERTIFICATION OF GOOD FAITH EFFORTS

I hereby attest that I have exercised good faith efforts to meet the Local Small Business Diversity goal for this bid/proposal. Despite such good faith efforts, I have not been able to meet the LSBD goal for this bid/proposal.

(Name of Organization)

(Print Name)

(Title)

(Signature)

(Date)

FORM LSB-D-4 (Cont'd)
STATEMENT OF GOOD FAITH EFFORTS
Checklist

A Bidder or Bidder that does not meet COFP’s LSB-D participation goal is required to demonstrate that it made “good faith efforts.” Please indicate whether or not any of the following actions were taken:

- | | Yes | No | |
|------------|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a pre-bid/proposal meeting, if any, scheduled by COFP to inform LSB-Ds of subcontracting opportunities under a given solicitation; Advertisement for solicitation of LSB-Ds in general circulation media, trade association publications, and minority- focus media, to provide notice of subcontracting opportunities. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or Bid opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Bid. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested LSB-Ds with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to LSB-Ds that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub- contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to divide the work for LSB-D subcontracting in areas likely to be successful and identify portions of work available to LSB-Ds consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential LSB-D sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an LSB-D could not readily and economically obtain them in the marketplace. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSB-Ds. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the COFP Procurement Department seeking assistance in identifying available LSB-Ds. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with LSB-Ds. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Other actions (specify): |

Please explain any “no” answers listed above (by number):

This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Bidder/Bidder’s efforts to meet COFP’s LSB-D goal. If you require assistance in identifying certified LSB-Ds, please contact the Procurement Department at ageeter@forestparkga.gov or at 404-366-4720.

FORM LSBD-5

POST AWARD MONTHLY LSBD PARTICIPATION REPORT – CONTRACT GOAL

Instructions to Contractors

The prime contractor must complete the **participation report** and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. **Failure to submit this form will result in payment application being deemed incomplete.**

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. VOB/MBE/WBE/DBE Amount: The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total contract amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

When the prime contractor is an approved LSBD, it will only be necessary to complete the total LSBD earnings to-date. Joint ventures between non-LSBD and certified LSBD: Only that portion of the work for which the LSBD is responsible may be used to satisfy the requirement.

It is not necessary to complete this form if there are no subcontracting opportunities available for the use of VOB/MBE/WBE/DBE firms.

FORM LSBD-5

POST AWARD – LSBD PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSBD GOAL _____

VOB/MBE/WBE/DBE AMOUNT \$: _____

NAME OF APPROVED VOB/MBE/WBE/DBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL VOB/MBE/WBE/DBE EARNINGS TO-DATE: _____

% CONTRACT: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY COFP AT ANY TIME.

SIGNED _____
CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:
 SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:
 SIGNED _____ TITLE _____



FORM LSBD-6



Request for Subcontractor Removal/Substitution

Prior to submitting this form to the Procurement Department you must notify the LSBD in writing of your intent and allow the LSBD five (5) days to respond.

Request Date:		Contract/Project #:	
Contract Value:	LSBD Contract Amount:	Amount Paid to LSBD:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name:	Prime Contact Email:	Prime Contact Phone:	
Name of LSBD Firm:		LSBD Contact Name:	
LSBD Firm Address:	LSBD Email:	LSBD Phone:	

Was LSBD firm given five (5) days written notice of intent? Yes or No If yes, please attach written notice.

Will the LSBD goal for the project still be met? Yes or No or N/A

Reason(s) for removal/substitution. **Check all that apply**

- The listed LSBD** is no longer in business.
- The listed LSBD** requested removal.
- The listed LSBD** failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by **the listed LSBD** was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an LSBD? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/>	Reason for rejection:
Procurement Manager Authorized Signature:	Date:

This form should be completed and submitted (with all required documentation) to:

City of Forest
 Attention: Arthur Greeter
 745 Forest Parkway
 Forest Park GA, 30297

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

Insurance Requirements :

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations , and personal and advertising injury.
 - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable .
 - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
 - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
 - f. Owner and all other parties as required by Owner , shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured . Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured ; any other such coverage shall be excess over the coverage to be provided by the subcontractor.

The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above , the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
 - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
 - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor.

2. **Automobile Liability**
 - a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$3,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).
- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
- c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.

6. Pollution Liability

- a. 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.

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

Additional Requirements:

- a. Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- b. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- c. These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- d. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- e. All policies will be written by companies licensed to do business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and _____ (Owner).

A Sample Certificate of Insurance is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XYZ Agency Address Augusta GA 30917	CONTACT NAME: Agent	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Covington Specialty Ins Co		13027
INSURER B : HPG Insurance Company		26301
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1978629841 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ABCDEFG	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ABCDEFG	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	LMNOPQ	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	STUMV	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			DEFGH	10/1/2020	10/1/2021	Biz Personal Prop xxxxx

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Show Location

The City of Forest Park is included on a primary and non-contributory basis as additional insureds on the General Liability using ISO forms CG 20 10 and CG 20 37 or their equivalent, Auto Liability and Umbrella Liability. (attach forms)

Waiver of subrogation applies in favor of Additional insureds for General Liability, Auto Liability, Umbrella Liability and Workers Compensation. (attach forms)

30 days Notice of cancellation (10 days non-payment) shall be provided to additional insureds on all policies referenced above.

CERTIFICATE HOLDER City of Forest Park 745 Forest Parkway Forest Park GA 30297	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 