

City of South Fulton



REQUEST FOR PROPOSAL No. 22-020

**For
CITYWIDE RESIDENTIAL SOLID WASTE DISPOSAL
SERVICES**

**On behalf of
PUBLIC WORKS DEPARTMENT**

**RFP DUE DATE AND TIME
Thursday, July 28, 2022**

**RFP ISSUANCE DATE:
Friday, June 3, 2022**

**PRE-PROPOSAL CONFERENCE DATE AND LOCATION:
Tuesday, June 21, 2022 @ 2:00 p.m.**

Location

City of South Fulton-Fire Station
Training Room
4760 Fulton Industrial Blvd
City of South Fulton, GA 30336

**PURCHASING CONTACT
Anthony Kerr at (470) 809-7407
E-MAIL: Anthony.Kerr@CityOfSouthFultonGa.Gov**

**OFFICE LOCATION
City of South Fulton
Department of Contracts & Procurement
5440 Fulton Industrial Blvd. SW
City of South Fulton, GA 30336**

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

RFP 22-020: CITYWIDE RESIDENTIAL SOLID WASTE DISPOSAL SERVICES

The City of South Fulton (the “City”) invites interested vendors to submit Proposals to perform Citywide Residential Waste Disposal Services for approximately 40,000 private residents within the City of South Fulton. Proposals are due on or before Thursday, July 28 at 2:00 pm.

All communications regarding this solicitation must be with **Anthony Kerr**, Procurement Manager, City of South Fulton. Contact with any Official, Employee or other City of South Fulton representatives other than the Purchasing Manager/Purchasing Agent of this RFP is violation of the solicitation, “No Contact During Procurement Process”. Any questions or suggestions regarding this RFP should be submitted in writing to Anthony Kerr, Purchasing Manager, (470) 809-7407 or via email Anthony.Kerr@CityOfSouthFultonGa.Gov. Any response made by the City will be provided in writing to all Submitters by addendum. No verbal responses shall be authoritative.

All Proposals are due to the Division of Contracts & Procurement on or before **Thursday, July 28 @ 2:00 pm.**, legal prevailing time. Proposals shall be submitted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The Division of Contracts and Procurement will **only accept** Proposals submitted online.

Proposal Packages submitted after the close date will not be accepted. Note: Any Information Package submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

To ensure proper and timely online submission please adhere to the dates and times outlined above. Any proposals received after this appointed schedule will be considered late. The Submission due date can be changed only by addendum.

A PRE-PROPOSAL CONFERENCE will be held for this solicitation.

A pre-proposal meeting is scheduled for 2:00 p.m. on Tuesday, June 21, 2022:

**City South Fulton-Fire Station
Training Room
4760 Fulton Industrial Blvd
City of South Fulton, GA 30336**

The deadline for questions is **Friday, July 1 @ 11:59 pm.** All questions must be in writing have the RFP Number (RFP 22-001) and directed to Anthony.Kerr@CityOfSouthFultonGa.Gov. or submitted via <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. All accepted questions will be answered via an addendum emailed to every registered attendee to the pre-proposal conference and online with BidNetDirect.com.

Please feel free to contact the Purchasing Agent for this solicitation at (470) 809-7407 or via email Anthony.Kerr@CityOfSouthFultonGa.Gov. Please note that response made by the City will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.



**City of South Fulton
Department of Finance
Division of Contracts & Procurement**

REQUEST FOR PROPOSAL SPECIFICATIONS

SUBJECT: Citywide Solid Waste Disposal Service

Attached hereto are the general conditions, technical specifications, and submittal format: The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of South Fulton. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of South Fulton.

The written proposal documents supersede any verbal or written prior communications between the parties.

All Providers submitting a proposal will be notified in writing of award.

I. Invitation Overview to Service Providers

The City of South Fulton (City) is soliciting proposals from qualified Providers for the provision of **Residential Solid Waste Services/Carts**. Proposals should be prepared simply and economically, providing a straightforward concise description of the Provider's approach and ability to meet the needs, as stated in the RFP.

Under a separate proposal the City will issue a request for solicitations for dumpster and roll off services under the traditional franchise model. Dumpsters and roll offs will NOT be included in this RFP.

Electronic submissions will be accepted for the proposal as the sole copy. Once received, submissions will not be returned. All submissions must include a signature and a price schedule for outlined services. Proof of business license, workers compensation insurance, and Provider E-Verify Affidavits are required to be submitted with all packages.

A pre-proposal meeting is scheduled for 2:00 p.m. on June 21, 2022 at the South Fulton-Fire Station Training Room (at 4760 Fulton Industrial Blvd). All service Providers who intend to submit a response are required to attend the pre-submittal meeting. Any questions and/or specification that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the above address. It is the responsibility of the Service Providers to seek clarification as early as possible prior to the opening of proposals.

The City anticipates making single award based on received proposals; however, it reserves the right to make award(s) it deems in the best interest of the independent elected, the City may Award in whole or in part to a single or multiple contractors. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

The City may request additional information by respondents, including a presentation if needed, to clarify elements of their qualifications.

- The City also reserves the right to make independent investigations as to the qualification of each respondent, including contacting existing customers or site visits to existing operations.
- The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- The City reserves the right to reject any or all proposals in whole or in part, waive technicalities and make the award in the best interest of the City.

II. Background

Situated within 20 minutes from Atlanta's Hartsfield-Jackson International Airport the City of South Fulton is home to more than 107,000 residents and a city limits of 90 sq miles. It represents the best of all worlds, from the bustling business districts on Roosevelt and Old National Highways to sprawling, rural scenes along the city's picturesque southeast border. Communities such as Red Oak, Campbellton, and Sandtown enjoy rich histories that have unfolded over hundreds of years. The City is established into seven council districts and has a council-manager form of government.

Incorporated on May 1, 2017, the City of South Fulton is Georgia's fifth-largest city in population. Nearly 92 percent of its residents hold at least a high school diploma, and the average household income of +/- \$78,000, making the city one of the best-educated and affluent in the south metro Atlanta area.

The City is currently under a registered (+/-8 providers) open market system for residential and commercial wastes and other services with NO direct services provided by the City. This RFP is for an exclusive agreement with the City for a customer base of approximately 40,000 residential units with once per week service for household waste. Additionally, the City operates via contract a manned recycling center/ convenience center. Average monthly residential waste per ton collected data is not currently available; however, general estimates will be provided at the pre-proposal meeting. Solid waste services in the City are a requirement for all residential and commercial properties by ordinance.

III. CITY GOVERNMENT

The City operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local

government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the Provider (once selected) may be required to make one or more appearances at City Council meetings to answer questions and present program services. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

IV. Communication

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted in writing via the BidNet portal to Anthony Kerr, Purchasing Manager. Questions received after July 1, 2022 may not be answered. All questions received will be available and posted via BidNet portal. Please include the section and page number (if applicable) for each question in order to ensure that questions asked are responded to correctly.

No inquiries directly related to the RFP will be responded to via the phone or through verbal communication; however, a provider may make contact to inquire about receipt of request or clarification of times, schedules and information required. All phone conversation may be recorded to ensure compliance with the RFP.

No Lobbying: All Providers and agents of the Provider shall refrain from any contact with elected officials (i.e. City Council, Mayor, Legislative Assistants, etc.) and noted decision makers after a proposal is submitted and prior to an official decision is publicly announced. To ensure fair consideration for all prospective bidders throughout the duration of the solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the Provider/Bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bids. The City Manager, Solid Waste Coordinator or designee has the authority and right to contact potential bidders as needed to meet the goals of the City.

V. Instructions for Proposal

The Service Provider will submit an electronic copy of the bid through the City's software. Proposals must be in compliance with this Request for Proposal. Failure to comply with all provisions of the RFP or to provide complete responses to all options may result in disqualification.

Responses must be submitted for RFP on-line via the City of South Fulton's BidNet portal at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>.

Cost Proposals must remain valid for one-hundred (100) days following the opening date.

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten (10) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document and acknowledgement of the receipt of all addenda shall be included on the bid sheet where indicated.

ALL PROVIDERS SUBMITTING A PROPOSAL WILL RECEIVE NOTIFICATION ON JULY 28 THAT THEIR BID HAS BEEN SUCCESSFULLY RECEIVED.

VI. Schedule

Residential Municipal Solid Waste RFP Schedule	
Date of Issue:	June 3, 2022
Pre-Proposal Meeting:	June 21, 2022
Last day to submit questions:	July 1, 2022
Date of final answers:	July 8, 2022
Proposal due date:	July 28, 2022
Copies of proposal required:	digital copy via BidNet portal
Proposal opening date:	July 29, 2022
Proposal submission location:	BidNet portal
Proposal opening location:	City Hall, 5440 Fulton Industrial SW
Project Name:	Citywide Residential Solid Waste Services

The proposed schedule is subject to change based on provided addenda.

VII. Opening of Proposals

Proposals will be accepted and opened per the schedule outlined herein. Any proposal received after the scheduled submittal date and time will remain unopened and will NOT be considered.

VIII. Intent

The City is issuing this RFP to secure curbside collection services for residential household garbage, with a strong preference for curbside bulk waste collections to include certified freon-free white goods. Other proposed options are included for consideration.

It is the intention of the City of South Fulton to enter into a service contract with the qualified Provider having the best and most detailed proposal for accomplishing the tasks outlined, at the lowest responsible cost. Each proposal shall have each cost broken out separately for each service requested. The City reserves the right to award the contract in whole or in part into two semi-equal zones.

The City will be awarding based on this RFP using one of two selection alternatives based on proposals: Please see Appendix A for city council district maps

1. A single award for exclusive citywide residential and cart services.
2. Awarding two semi-equal contracts splitting the City into two zones
 - a. A selected provider will be granted exclusive rights within the designated zone. Zone proposal maps will be discussed at the pre-proposal meeting in order to best understand and gather input from the Providers how to best divide the City into two desirable zones.
 - b. Based on submitted proposals and the ability to best serve residential customers the City will consider awarding the contract in whole or splitting the contract.
3. Providers are requested to select if they are bidding on the whole City and/or a City Zone.

IX. Billing

The Provider is not expected to invoice residents for service.

The Provider will invoice the City on a monthly basis. All invoices will be paid net 30 days based on terms of the approved contract.

X. Term

The initial term of the contract shall be for four (4) years. It is anticipated that the agreement shall be automatically renewed after the initial period for an additional two (2) years, unless either party provides notice of non-renewal 180 days prior to end of term. The City Council reserves the right to negotiate automatic renewals beyond the initial 4 years during the development of the contract.

The contract once signed cannot be transferred or assigned to another company without the written consent of the City Council. Any actions to transfer or assign the contract to another provider will be grounds for the City to void the contract.

XI. Examination

The Service Provider is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

XII. Performance Prior to the Execution of the Contract

The successful provider shall not begin performance prior to the execution of a formal written contract signed and the awarded to the provider under the terms of this proposal. Any performance prior to the execution of the contract without written approval from the City may not be compensated for such performance.

This does not limit any provider from conducting predetermined services that were entered into

with other parties until an agreement is formally executed.

XIII. Participation Goal

The City has a Local Small Business Enterprise (LSBE)and/or Minority Business Enterprise (MBE) goal of 20%. Contractors are strongly encouraged to demonstrate a good faith effort to satisfy participation requirement as part of final Proposal.

XIV. Selection Method of Source

The City will base its choice on considerations including, but not limited to, unit prices and the clear ability of the Provider to successfully perform the function identified under this RFP. The City may conduct such investigations as deemed necessary to assist in the evaluation of any bids received and to establish the best proposal.

The City is using the competitive sealed proposals method of source selection, for this procurement. An award, if made, will be offered to the responsible Provider or combination of providers as described in Section VIII, whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP. The City shall accept for review, all proposals that are submitted properly.

It is anticipated that the City will review the proposals in accordance with the following criteria:

- 1) Scope of Services and Methods of collection including the use of technology. – 45%**
- 2) Price – 40%**
- 3) Capabilities, Performance and Company history with similar projects – 10%**
- 4) Reporting – 5%**

Each proposal submitted will be reviewed without any identifying information to a review board of three members who will rank the proposals. It is anticipated that only the Top two Ranked proposals will be presented to the City Council for final consideration.

Should it become necessary, the Solid Waste Coordinator may negotiate with the top two ranked proposal for clarification and to determine the most advantageous benefits to the City. If negotiations with the highest-ranking Providers fail, negotiations shall be initiated with the next highest-ranked qualified Provider, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

The City reserves the right to waive minor irregularities in proposals and reserves the right to request clarifications or corrections to proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Provider from full compliance with the RFP specifications and other requirements if awarded the contract.

PROPOSED SCOPE OF SERVICE

Proposals must address each of the 10 sections identified below (marked as A through M) to be

considered as a complete response to the RFP. If there are any proposed scope of services that are NOT included in the Fee Proposal, please identify the fee associated with the service. Provider can include ideas or options to the City as long as they are listed as an Addendum to the Proposed Scope of Services.

A. Vehicles & Collection Equipment

1. List the proposed equipment that will be utilized to service the various operations. Include vehicle hauling capacity, vehicle weight when considered full, and specification.
 - a. Household Solid Waste collection vehicle
 - b. Curbside Recycling collection vehicle
 - c. Bulk Waste collection vehicle
2. Indicate the type of trucks (rear load, side load, etc.).
 - a. Household Solid Waste collection vehicle
 - b. Curbside Recycling collection vehicle
 - c. Bulk Waste collection vehicle
3. Include the number of trucks the you will be operating within the City per day based on 20,000 and 40,000 single family residential units in a suburban medium density.
4. Indicate whether the trucks will be automated or will utilize employees to manually assist with positioning the carts.
5. Provide an overview of a contingency plan indicating what we can expect in the event that an assigned vehicle is mechanically unavailable. How would the Provider service the contract if one of the assigned vehicles is down for a period of time to exceed one week of operations?
6. Provide an overview of your response to resolving/cleaning any hydraulic fluid or other spills associated with the Provider's operations on a standard asphalt street.
7. Indicate if the proposal includes new or existing trucks. If the trucks are existing, provide the approximate age of the equipment to be used during the initial 18 months.
8. Provide a picture of all the proposed equipment.
9. Please indicate the methods used to reduce trash/litter from the trucks during travel.

B. Carts

Due to the open market system in place, utilizing current carts until the Provider is able to change out the carts is NOT an option. The Provider will need to deliver carts to residents prior to the start of the contract. To ensure a faster start date within the City of South Fulton, provisions will be allowed for the Provider to utilize generic carts. However, within six (6) months from the date of service the City desires to have carts with City name or logo included on the cart. The City understands current supply chain issues and open to an adjusted timeframe through mutual agreement.

Your bid price under the fee proposal section must include the cost of the cart built into the price.

1. Indicate the timeframe to order and deliver 25,000 Carts (if bidding on only one Zone). If bidding on the entire City, indicate the timeframe to order and deliver 50,000 carts.
2. Indicate the proposed size of the Residential Cart (gallons).
3. Indicate if you are able to use the City Logo and name on the cart. Provide a picture of an example.
4. Indicate other identifying markings available to ensure accountability of matching the cart

- to the residential unit (i.e. serial number, bar code, etc)
5. Indicate the replacement cost (if any) that will be assessed to a customer for a lost or customer damaged cart.
 6. Does the proposal allow for residents to order a construction roll-off? If yes, indicate the price in the supplemental portion of the fee proposal.

C. Service Routes

Provider shall utilize routing software to create a service route strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and reduce the City's carbon footprint. Prior to service implementation, Provider must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on website.

The City strongly discourages any defined subdivision from being split into different days of collections.

If offering a price for the collection of curbside recyclables, the Provider shall further establish routes for the collection of solid waste and recyclables to be serviced on the same day. The Provider shall establish routes to achieve the maximum efficiency of operations.

1. Provide a sample of a service route that shows the routes based on days of collection.
2. Provide a sample of the technology used by drivers.
3. Provide the location where the household garbage will be transported to.
4. Provide whether services could be provided based on a four-day collection schedule allowing for the fifth day to be a recovery day.
5. Provide the times needed to serve the contact (example 7:00 am – 5:00 pm).

D. Solid Waste Pickup

1. Provide collection requirements for residential pick- up.
2. Will the Provider collect items placed outside of the cart, if yes what is the criteria.
3. Provide how you would account for collections in neighborhoods that allow for street parking.

E. Yard Debris

1. Provide the method to be used for curbside yard debris collection.
 - a. Allows for residents to place _____ amount of bags on the curb per week.
 - b. Allows for an extra cart for residents to place yard debris in cart. If choosing this method, cart must have unique look and be provided at the request of the resident.
2. Provide the size/amount to be removed based on proposed fees submitted.
3. Indicate the notification process to the City and the customer when yard debris does not conform to collection process.

F. Bulk Waste

The City is looking to provide Bulk Waste collection curbside on a monthly basis from Residential units.

1. List acceptable and non-acceptable items as part of the RFP response as well as any additional limitations.
2. List the approximate size, weight, and/or number of items included in the fee proposal.
3. Indicate if you are able to provide additional collections for bulk wastes and the fee per cubic yard (or designated fee structure). This is requested based on the potential of a resident having more than the designated size of bulk waste.

G. Holidays

Pickup days will not be reduced by holidays but may be rescheduled. The Provider will advertise to all customers a schedule of holidays at least (10) ten days before any observed holidays. The designated Solid Waste Coordinator must be notified of any schedule changes in advance. The following is a list of anticipated holidays where service may be delayed:

- New Year's Day
 - Independence Day
 - Thanksgiving Day
 - Christmas Day
1. Indicate any additional Holidays that the Provider will not work.
 2. Indicate how you will accommodate residential customers when a Holiday falls on their scheduled pick up.
 3. Will other days of service be impacted by a Holiday. Example - If a Holiday fall on a Thursday will customers scheduled on Friday be impacted. Please explain.
 4. How does the Provider account for inclement weather events such as snow.

H. Missed Collections and Complaint Handling

All complaints shall be made directly to the Provider and shall be given prompt and courteous attention. In the case of alleged missed collections, the Provider shall investigate and, if such allegations are verified, shall arrange for the garbage or recycling to be collected for the residential or commercial premises after complaint has been received.

1. What is a realistic goal of the Provider to resolve ____% of all complaints within 48 hours of being notified.
2. Indicate how missed calls are handled. Describe the steps of the process starting with contact from the customer.
3. Does the provider have the capability to work on Saturdays in the event that an entire neighborhood is missed vs having the residential customer wait until the next service week.
4. Indicate how you will notify customers that a collection will be missed due to weather conditions, staffing shortage, etc.

I. Call Center/ Customer Service Center

As part of the service the Provider shall make available personnel to receive calls during standard business times Monday through Friday for general customer questions and to report missed service.

1. Please indicate the location of your call center that will service our account.
2. Please indicate the hours of operations.
3. Can customers request additional carts through the customer center. If yes do you have the ability to take over the phone payments for the additional services. If No, how would you propose customer requests be filled. Please use the example of a customer requesting an additional cart.
4. How does the customer center handle non-English speaking customers.
5. During time when the call center is not available, are calls to the Customer Service Center received by an answering service or machine.
6. How does the call center handle complaints.
7. It is anticipated that all new service and or removal of residential service will be handled through the City. Does the Provider offer a solution to assist this process.

J. Backdoor Services

Service shall apply to those that are determined to be disabled and live in a residence in which no individual is physically capable of taking garbage to the curb. Disabled service will be determined or verified by the City based on ownership of a Handicap Vehicle Tag, temporary or permanent, or a physician's affidavit stating that all residents of a home is physically restricted from being able to manage a cart to the street.

The Provider shall not charge City more for backdoor service than for curb service as long as the number of residents receiving backdoor service does not exceed ten percent (10%) of the total number of customers serviced under the contract with a distance of less than fifty (50') feet from the curb.

1. Please indicate if this request is reasonable, if not what do you propose as a reasonable Backdoor % and distance from the public street.
2. Is the Provider capable of verifying residents that require accommodations.
3. Please indicate limitations to back door services to be provided.

The City of South Fulton has a diverse housing segment with some properties with larger than standard distances from the road. The City recognizes that some residential distances from the public road may exceed fifty (50') feet. The provider shall provide cost for any residential homes that require backdoor service where cart may be stored at a distance greater than fifty (50') feet but less than one-hundred fifty (150') feet.

1. The City understands that there are distance limitations for back door collections. What is the greatest distance from the road able to be served. Are there any alternatives available?

2. Indicate if there would be any additional fees based on distances greater than fifty (50'). At what distance would additional fees be charged.
3. Would you allow a fee for back door services for residents that would like the convenience? For example, a Pilot or truck driver that is only home 3 days a week and is not home during days of service.
 - a. If this service is available would the Provider be able to bill the customer directly for this premium service?

K. City Receptacles, Assistance, and Public Events:

The following equipment and service levels shall be provided at no charge to the City. The selected provider is required to provide a roll off container for bulk items and debris at the public works facility. Those containers shall be located in the existing enclosures and shall be emptied monthly. This container is intended for the disposal of loose debris located within the jurisdiction when bulk items and general debris is located outside of the assigned cart and the City's public works crews are assisting with disposal or items found along the roadways. As part of the proposal indicate if you are able to include two standard size roll-offs for the City's public works staff to collect right-of-way litter and dispose of it in the roll-off. To be collected by the Provider monthly.

1. Please indicate how the Provider would be able to assist with quarterly community clean up days which allows for residents to disposal of items beyond the monthly bulk waste schedule.
2. Please indicate how you can partner with the City for City Events.
3. Please indicate your proposal for servicing all City Facilities to include 11 Fire Stations and +/- 12 Parks and recreational facilities. A detailed map and current containers will be provided at the pre-proposal meeting.
4. City receptacles on public right-of-ways - The City maintains +/- 40 trash receptacles located in high pedestrian traffic areas. These containers are on public right of way. Please indicate the ability to service these receptacles one time per week as part of the residential collections program. A list of locations will be provided as an addendum.

L. Storm Debris

The collection of additional volumes of yard waste/debris generated by severe weather such as hurricanes, tornados, ice storms, etc., is often not included in the rates set forth in this RFP. In the event the City is impacted by such weather; the Provider shall be entitled to additional compensation for the collection and disposal of such waste. As part of the RFP, please include pricing for assistance with storm debris.

M. Payment to Provider

The City will be responsible for billing its residential customers. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the Agreement resulting from this proposal.

Dumpsters and Roll off services will be invoiced directly to subscribing resident by the Provider. If the Provider has the ability to provide residential roll-off containers for construction the provider will be responsible for invoicing each customer for the additional services utilized.

1. No response is required.

REPORTING

The Provider shall address how the reports will be provided in accordance with applicable timeframes. Before disposal, all garbage collected from waste generators in the City will be weighed and recorded. The Provider will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Provider will maintain for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

A. Ad Hoc Reports

Ad Hoc Reports should be submitted to the City upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings).

1. Complaints/Resolution summary.
2. Daily route sheet with attached disposal site weight ticket.
3. Recycling participation.
4. Route operational data form.
5. Vehicle identification number.
6. Daily staffing summary (including substitutions).
7. Landfill tickets.
8. Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

B. Monthly Reports

1. A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month.
2. Complaints/resolution summary for the associated month.
3. Daily route sheet with attached disposal site weight ticket for the associated month.
4. Recycling station participation for the associated month.
5. Tonnage summary for the associated month.

C. Annual Report

The obligation to submit an annual report shall survive the termination or expiration of the contract. The City may withhold payment of balances due the vendor at the end of the contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the contract and shall include a compilation of the monthly reports for the associated year.

COST/FEE PROPOSAL

Proposals must be in the following format to be considered as the RFP Fee Proposal. Rates must include all fees, charges, surcharges, and rate adjustment plans including CPI and fuel adjustment plans. Provider can include ideas or options to the City as long as they are listed separately.

Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

The proposal shall include separate fee structures based on the cost to provide services to the City. Please simply state the cost for all 8 sections identified as A - H. If you are unable to provide a response to any of the eight (8) services please note "No Bid".

If the Provider would like to proposal any additional fee proposals or there is a fee that is being proposed that does not fit into one of the identified categories please add a attachment and label the section as "Providers fees Addendum 1".

A. Household Garbage – Curbside

Cost per month, per residence cart \$ _____

Cost per month, per residence cart \$ _____ per additional cart

The Provider will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart.

B. Recycling

Recycling - Curbside

Cost per month, per residence cart \$ _____

Cost per month, per residence cart \$ _____ per additional cart

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Provider will provide once per week Collection of Residential Single-stream

C. Residential Single Family Bulk Waste

Residential bulk waste \$ _____ monthly service

Once per week, the Provider will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods.

- Provider shall Identify the size of included bulk waste i.e. one cubic yard
- Provider shall Identify a general list of items that are acceptable and those items that will not be collected.

D. Yard Debris – Curbside

Cost per month, \$ _____

Identify how the debris is to be set at the curb. I.e. Example – extra cart provided, bags, loose piles, etc

Please provide clarification in your response - Yard waste pick shall be provided using resident provided biodegradable yard waste bags or by adding a second cart for yard debris to include: grass clippings, leaves, and small limbs.

E. Storm Debris

Storm debris \$ _____ per ton of collection service. To be used as needed. An alternative price different from collection per ton will be considered.

1. Does the provider have a storm debris management plan that they can provide?
2. What additional equipment if any does the Provider have available to assist with the removal of storm debris.
3. Does the Provider have the ability to bring in roll off containers for storm debris, if yes indicate the number of containers that could be reasonably available?

F. Animal Removal

The city would like a cost and approach for the removal of dead animals.

1. Does the Provider have the ability to remove deer from the routes along the residential routes. Base response on 5 average size deer per week.
2. Does the provider have the ability to provide a container that Public Works could place the deer and have the Provider haul away. If yes, please provide details.

G. Back Door service above noted requirements

Provide the cost of any additional fees to be charged in accordance with Section J of Scope of Services.

H. Rate of Adjustment

Yearly consumer price index adjustments may be made to the cost per cart upon proper documentation of cost increases to service provider. Fuel cost fluctuations may affect the cost of service. If fuel costs rise significantly, the service provider may request a rate increase from the City of South Fulton based on an agreed upon formula. Any fuel allowances granted the service provider shall be taken into account when adjusting costs by the consumer price index on an annual basis. If fuel rates are reduced substantially, the City of South Fulton may lower rates being charged by the service provider.

CPI – Rates shall be submitted for consideration to the City by between March 1st and March 15th of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers – U.S. City Average.

Adjustable Fuel Surcharges – The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. If the provider utilizes this adjustment as part of the contract than in years that the Adjustable Fuel Rate decrease the City will request a decrease to reflect the year over year decrease.

Additional Annual price adjustments shall be specified under the fee proposal.

1. Provide proposed contract language regarding Rate adjustment.

COMPANY EXPERIENCE AND CAPABILITIES

- A. References - Provide no less than three (3) government references with a minimum residential population of 20,000 in the State of Georgia. Include the government's name, the contract start date, and name of the primary contact along with the position, phone number, and email address of the contacts. Please indicate if the contract is still active.
- B. Company Organization – Provide an overview of the structure of the company with a focus on the operations in Georgia and the Southeast region. Include the number of residential solid waste collection vehicles and operations the company has available with a one hundred (100) mile radius of the City of South Fulton. Please include all transfer stations and disposal sites.
- C. Company History - Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- D. Provide a summary of any fines or penalties the Provider has paid in an amount above \$5,000.00 to EPD, State of Georgia, or any other enforcement authority in Georgia since January 1, 2015.
- E. Provide a summary of any breach of contract litigation with any governments located in Georgia, South Carolina, North Carolina, Florida, Tennessee, and Alabama since January 2015.
- F. Provide a copy of the Provider's employment HR or other policies that address illegal drugs or driving under the influence.
- G. Assigned Account Managers and Representatives - The Submitted information must include a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this agreement. Submitted information must include, resumes of key personnel which may be assigned to this project, both local and corporate. Each resume shall include at a minimum
 1. Position/title
 2. Tenure with the Provider
 3. Education, applicable certifications
 4. Overall experience
 5. Other related information pertaining to the work to be performed
- H. Proof of business license.
- I. Proof of workers compensation insurance.

J. E-Verify Affidavits.

GENERAL TERMS & CONDITIONS

The following provisions are hereby made a part of this Request for Proposals (“RFP”). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions.

1. **SUBMISSION OF RESPONSES.** Responses must be submitted for RFP on-line via the City of South Fulton’s BidNet portal at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. Questions must be received no later than five (5) business days prior to the submittal date.
2. **AMENDMENTS TO THE REQUEST for PROPOSALS.** Any amendment to Request must be in Writing by Addendum
3. **ADDENDUM.** Revision to the Request for Proposal issued by the City prior to the receipt of bids.
4. **CONFLICT OF INTEREST.** Vendor states that no City officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the City.
5. **SAMPLES.** Samples of items when required, must be furnished free of expense to the City and upon request, be returned to the Provider at the Provider’s expense. Samples of selected items may be retained for comparison purposes.
6. **INDEMNIFICATION.** Provider hereby agrees to release, indemnify, defend and hold harmless the City, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Provider, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
7. **TAXES.** The City of South Fulton is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
8. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of Proposal and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
9. **LAWS AND REGULATIONS**

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

The City of South Fulton provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, political affiliation, family relations, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of South Fulton.

10. **REJECTION OF BID or PROPOSAL.** Bids/Proposals may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor technicalities or irregularities of bid or proposal.
11. **DEBARMENT.** If a Bidder, Proposer or Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder/Proposer must provide the City with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order or contract, once awarded.
12. **BINDING AUTHORITY.** The individual submitting this Proposal must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell or provide service. All bidders shall comply with all City of South Fulton purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.
13. **PROVIDER'S RESPONSIBILITIES.** Before submitting a proposal, each Provider shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and

examinations will relieve the successful Provider from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Provider.

14. **NON-COLLUSION AFFIDAVIT** By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of South Fulton has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.
15. **PERFORMANCE BOND** The Provider shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 6 months of annual revenue of the Contract. Premium for the bond(s) described above shall be paid by the Provider. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.
16. **TITLE TO WASTE** The Provider shall accept title to municipal solid waste and shall have ownership of the solid waste from the time collected until the materials are deposited at the Provider's disposal facility. All disposal facilities shall be fully licensed and appropriately permitted to dispose of such waste and in good standings and compliant with all environmental laws.
17. **LIMITS OF LIABILITY**

The Provider must acknowledge the following coverage will be provided if selected. The Provider may offer a counter proposal to the Limits of Liability and shall provide justifications for any reductions of coverage.

The provider shall maintain at all times during the term of the contract the following minimum insurance coverage noted below. The City shall be named as an insured under the provider's insurance policies.

Workers' Compensation Statutory	\$500,000/accident
Employer's Liability	\$1,000,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Proof of insurance will be required to be submitted annually.

The cancellation provision must provide 90 Days' notice of cancellation.

The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia

By signing its proposal, the Provider acknowledges that it has read and understands the insurance requirements for the proposal. The Provider also understands that the evidence of required insurance must be submitted within thirty (30) days following notification of its bid being accepted; otherwise, the City may rescind its acceptance of the Provider's proposal.

The City reserves the right to change required limits in the event that limits are below standard industry requirements based on review.

18. RIGHT TO INSPECT RECORDS

The City and the Provider will meet quarterly to ensure that all parties have adequate information needed. The location will be deemed to be at the South Fulton City Hall Building unless mutually agreed upon prior to the meeting.

The Provider shall submit to the City schedules, reports, estimates, records and other data as the City may request concerning services performed or billing documents, in accordance with the contract. The City shall also have the right to, upon three (3) business days' notice, review any and all records, documents, as necessary to determine the provider's compliance with the terms of the contract. In the event that the requested records are not received after 30 days, the City may declare a breach of contract.

It shall be at the Provider's expense to produce any and all requested documents needed to provide compliance.

19. USE OF SUBCONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Provider of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Provider including all federal, state, and local regulations and ordinances.

20. PERMITS AND LICENSES

The Provider shall obtain and pay for all permits, licenses, occupational tax certificates, and any other regulatory requirements, necessary for regulatory compliance.

21. NOTICE OF AWARD OF CONTRACT

Within thirty (30) days after being presented to the City Council for review, the City anticipates notifying the successful Service Provider(s) of its intent to enter into a contract agreement.

Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider.

22. EXECUTION OF CONTRACT DOCUMENTS

Within twenty (20) business days subsequent to successful contract negotiations and the respective elective body's approval, the City shall furnish the successful Provider the conformed copies of the Contract Documents for execution.

Within twenty (20) business days after receipt of the Contract Documents, the successful Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.

Within twenty (20) business days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the City require additional time due to elected officials needing to call a meeting to execute any parts of the agreement the City shall notify the selected Provider in writing and shall be provided an additional twenty (20) business days. In the event that the selected Provider requires additional time an extension may be approved by the Public Works Director up to an additional twenty (20) business days.

**REQUIRED
FORMS AND DOCUMENTS**

PROVIDER AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

By executing this affidavit, the undersigned Provider verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of South Fulton has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned Provider states affirmatively that the individual, firm, or corporation contracting with The City of South Fulton will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of South Fulton, Provider will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of South Fulton. Provider further agrees to maintain records of such compliance and provide a copy of each such verification to The City of South Fulton at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Provider Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF _____, 20____.

Notary Public

My Commission Expires: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

		Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?			

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT	PHONE	
PERSON	TITLE	NUMBER/EMAIL

PROVIDER INFORMATION FORM
(This form must be completed and returned with your response)

RFP Number:

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____
Telephone: (_____) Fax: (_____) E-mail: _____

Company Web Site: _____ State of Incorporation: _____

Taxpayer ID Number: _____ Duns #: _____

Check one of the following: Independently owned and operated: An Affiliate or Division of:
Company Name: _____
Address: _____

Local and Locally Owned Business Form
(This form must be completed and returned with your response)

In order to encourage and promote local and locally owned businesses with contracting opportunities with COSF, formal solicitation processes may give preference to proposals and bids from local and locally owned businesses based on the following:

A business shall comply with all of the following to be designated a Local Business:

- a) The business shall have an office with at least one (1) employee within the City of South Fulton;
- b) The business shall not be delinquent with any payments to the City; and
- c) The business shall hold a valid City of South Fulton business license.

A business shall comply with both of the following to be designated a Locally Owned Business:

- a) The business shall meet the requirements for a local business designation; and
- b) At least fifty percent (50%) of the business' owners live in the City of South Fulton.

Certification

Local and Locally Owned businesses that wish to receive preferential consideration shall submit a copy of a valid Occupational Tax Registration Certificate(s) issued by COSF to certify qualification for the preference as part of each proposal or response.

Procedures for local and locally owned preference

Request for Proposals (RFP) – If a local and locally owned business meets the quality standards established for the RFP process, the local business shall be awarded two (2) additional percentage points in the total evaluation; the locally owned business shall be awarded six (6) additional percentage points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

To qualify, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: _____

Company Qualifies for Local Business Preference: Yes No

Company Qualifies for Locally Owned Business Preference: Yes No

Occupational Tax Registration Certificate issued by:

City: _____

PAYMENT BOND

"City:" means City of South Fulton Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

Project:" means RFP 22-020: CITYWIDE RESIDENTIAL SOLID WASTE DISPOSAL SERVICES

"Principal:" (Legal Name and Business Address),
called the

[Insert Name of Provider (hereinafter
"Principal")]

Type of Organization ("X" one): Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and BusinessAddress)

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

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]

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

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of _____, ____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

"City:" means City of South Fulton Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

RFP 22-020: CITYWIDE RESIDENTIAL SOLID WASTE DISPOSAL SERVICES

"Principal:" (Legal Name and Business Address),

[Insert Name of Provider (hereinafter called the "Principal")]

Type of Organization ("X" one): Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and BusinessAddress)

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

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] _____.

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

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Provider under the Contract, and any amendments thereto, less the amount paid by the Owner to the Provider; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq. and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION