City of South Fulton, Georgia

Public Works Department

INVITATION TO BID (ITB)

FOR

ITB NUMBER: 26-31

Trash Traps Installation and Maintenance Services

Procurement Method. This solicitation is issued as a competitive sealed Invitation to Bid pursuant to the City of South Fulton Code of Ordinances and applicable Georgia law. Award, if made, shall be made to the lowest responsive and responsible Bidder whose Bid complies with all mandatory requirements, technical specifications, delivery requirements, and contract terms. The City shall not conduct comparative scoring, interviews, or demonstrations, except that the City may request clarification or responsibility documentation from the apparent low Bidder where permitted by law.

ISSUED: June 9, 2026

Bids due no later than 2:00 PM EST July 2, 2026

City of South Fulton Procurement Department

4715 Frederick Dr. SW

South Fulton, GA 30336

	The City of South Fulton, Georgia **Procurement Department** **4715 Frederick Dr. SW., Atlanta, GA 30336** **Phone: 470-809-7667** **Website:** Procurement Department | South Fulton, GA Procurement Department | South Fulton, GA **City of South Fulton, Public Works Department**

INVITATION TO BID (ITB) Number: 26-31
Trash Traps Installation and Maintenance Services

The Schedule of Events set forth in Section 1 governs this ITB. If any date stated elsewhere in the solicitation conflicts with Section 1, Section 1 controls unless revised by a written addendum.

Bid Release Date:	**June 9, 2026**
Non-Mandatory Pre-Bid Conference: The City shall hold a Non-Mandatory Pre-Bid Conference virtually. To attend the Pre-Bid Conference, please refer to the Information and Instructions to Vendors for details.	**June 15, 2026** **10:00 AM**
Deadline for questions: Questions must be submitted online at https://www.bidnetdirect.com/georgia/cityofsouthfulton	**June 18, 2026** **3:00 PM**
Answers shall be posted by the Addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	**June 24, 2026**
All responses to this ITB must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton. Vendors are required to submit responses electronically. If you need any assistance registering or using the platform, please call the BidNet Direct Support Team at 800-835-4603 ext. 2. To attend the Bid Opening, please refer to the Information and Instructions to Vendors for details.	**July 2, 2026** **2:00 PM**

THIS BID SOLICITATION FORM must be completed, signed by an authorized representative, and submitted with the Bid. Failure to submit a signed Bid Solicitation Form may result in rejection of the Bid.

COMPANY NAME:	**DATE:**
MAILING ADDRESS:	**PHONE:**
CITY:	**FAX:**
STATE: ZIP:	**SSN OR FEDERAL TAX ID#:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**
PRINTED NAME:	**AUTHORIZED SIGNATURE:**

TABLE OF CONTENTS

INFORMATION AND INSTRUCTIONS TO VENDORS

1. **Invitation To Bid:** The City of South Fulton Procurement Department is issuing this Invitation to Bid for qualified vendors to furnish Trash Traps Installation and Maintenance Services, in accordance with the requirements of this solicitation.

2. **Solicitation Method:** This Solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Procurement Policy, codified in Sec. 1-9001 et seq. of the City of South Fulton Code of Ordinances. By submitting a Bid in response to this Solicitation, the Vendor acknowledges that it is familiar with all applicable laws to this Solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this ITB by reference.

3. **Solicitation Authority and Incorporation by Reference:** This solicitation is issued under and governed by the City's procurement authority, including the City of South Fulton Code of Ordinances and applicable procurement policies, which are incorporated herein by reference. By submitting a Bid, Vendor acknowledges it has reviewed and will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

4. **Minimum Qualifications:** Each Vendor and team member shall have the minimum experience set forth in this ITB.

5. **Certificate of Authority to Transact Business in Georgia:** Each Bidder, Joint Venture member, subcontractor, and subconsultant performing work under the Contract shall provide evidence, as applicable, that is duly authorized to transact business in the State of Georgia. The City may reject a Bid or disapprove any proposed team member that fails to provide required authorization, license, permit, or registration documentation.

6. **Business License:** The Bidder shall submit a current, valid business license and any professional licenses, permits, or registrations required to perform the Work. If the Bidder is a Joint Venture, each Joint Venture member shall submit the required licenses and authorizations applicable to its role.

7. **No Offer by City and Firm Offer by Vendor:** This Solicitation is an Invitation To Bid only and does not constitute an offer by the City. Bids submitted in response to this Solicitation constitute firm offers and shall remain valid for a period of ninety (90) calendar days following the Bid deadline.

8. **Order of Precedence:** In the event of any conflict, ambiguity, or inconsistency among the Solicitation documents or resulting Contract documents, the following order of precedence

applies, highest to lowest, unless otherwise stated:

8.1 Executed Contract, including all negotiated modifications.

8.2 Addenda issued by the City

8.3 ITB and all Attachments, Appendices, and Exhibits

8.4 The Vendor's Bid

8.5 Interpretation, Ambiguities: If an ambiguity remains after applying this order of precedence, the ambiguity shall be resolved in accordance with applicable Georgia law and the City's procurement authority.

9. Contract Type and Orders:

9.1 The City will establish one or more Indefinite Delivery Indefinite Quantity IDIQ contracts for Trash Traps Installation and Maintenance Services.

9.2 The Contract establishes firm unit prices only. Quantities stated in this solicitation are estimates for evaluation purposes only and are not guaranteed.

9.3 The City may issue written purchase orders or task authorizations on an as-needed basis during the Contract term.

9.4 No delivery or service is authorized without a valid written purchase order or task authorization issued by the City.

9.5 Unauthorized deliveries or services are non-compensable.

10. Minimum Contract Guarantee:

10.1 To establish contractual consideration, the City guarantees a minimum purchase in the amount of $5,000.00 during the initial contract term. This minimum amount is the sole guaranteed expenditure under the Contract.

10.2 All purchases beyond the minimum guarantee shall be made solely at the City's discretion through written purchase orders, task authorizations, or other written ordering instruments issued or approved by the Procurement Department.

10.3 Nothing in this Solicitation shall be construed as a representation, warranty, or guarantee of any specific volume of orders beyond the stated minimum guarantee.

11. Procurement Authority Control:

11.1 All purchase orders and task authorizations issued under this IDIQ Contract must be reviewed and approved by the City of South Fulton Procurement Department prior to issuance.

11.2 Departments may request products or services under this Contract. However, only the Procurement Department is authorized to issue official purchase orders, authorize task orders, approve modifications, or approve Contract amendments.

11.3 Any directive issued by a City employee or department without Procurement Department authorization shall be considered unauthorized and non-compensable

12. No Verbal Authorization:

12.1 The vendor shall not rely on verbal directives, emails, field requests, text messages, or other informal communications as authorization to furnish products or perform services under this Contract.

12.2 Only a written purchase order or written task authorization issued by the City constitutes authorization to perform.

13. Vendor Independent Review and No Reliance: The Vendor acknowledges that it has had a full and fair opportunity to examine the Solicitation and to seek clarification through the prescribed question process. In submitting a Bid, the Bidder confirms that it is not relying upon any statement, representation, or understanding not expressly set forth in the Solicitation or in a written Addendum issued by the City.

14. Electronic Signature and Electronic Notices: Electronic signatures and electronic notices have the same legal effect as wet signatures and hard copy notices, consistent with applicable State and Federal law. The Vendor is responsible for monitoring the designated email and platform.

Bids must be received electronically via BidNet Direct no later than 2:00 PM On July 2, 2026. Late Bids shall not be accepted or considered.

Bids must be submitted only through the City-designated electronic platform by the deadline. Late Bids, regardless of cause, will not be considered. The Vendor bears sole responsibility for the timely bid and for confirming successful upload.

15. Non-Mandatory Pre-Bid Conference: A Non-Mandatory Pre-Bid Conference has been scheduled for **June 15, 2026, at 10:00 AM**, and shall be hosted virtually by our staff and the responsible person(s). To attend the Pre-Bid Conference, please access Microsoft Teams via the app or on the web by utilizing the information below:

Meeting ID: 226 075 666 324 933
Passcode: yE6HD7W3
+1 929-583-6155,,276180822# **United States, New York**
Phone Conference ID: 276 180 822#

16. **Attendance at the Pre-Bid Conference is non-mandatory.** During the conference, the City will review the general requirements of the Project. Statements made at the conference are not binding unless issued by a written Addendum.

17. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this ITB shall be submitted in writing by logging into https://www.bidnetdirect.com/georgia/cityofsouthfulton on or before **June 18, 2026, by 3:00 PM.** Questions received after the designated period shall not be considered. Any response made by the City shall be posted online at https://www.bidnetdirect.com/georgia/cityofsouthfulton by Addendum. No Vendor shall rely on any verbal response to any question submitted concerning this ITB.

18. **Addenda and Official Communications:** All changes to this ITB, including clarifications and answers, will be issued only by written Addendum posted on the City's designated platform. Vendors are responsible for actively monitoring the platform and any designated email address for addenda and communications. Failure to receive or review an Addendum will not excuse noncompliance. Electronic communications issued by the City in accordance with this section carry the same legal effect as hard copies.

19. **Procurement Integrity, No Contact:** From issuance of this ITB through final award by City Council, the Vendor and its representatives shall not initiate, maintain, or participate in any communication regarding this Solicitation with any City elected official, employee, evaluator, or agent other than the Procurement Department contact identified in this ITB, unless the City authorizes such contact in writing. Any attempt to influence the procurement process may result in disqualification and placement on the City's ineligible source list. The Vendor shall report any unauthorized contact to the Procurement Department within twenty-four (24) hours.

    Violations may result in disqualification and any other remedies available to the City under applicable law.

20. **Ownership of Bid:** Each Bid submitted to the City shall become the property of the City without compensation to a Vendor, for the City's use in its discretion. The City shall not be liable for any Bid preparation costs incurred by the Vendor.

21. **Georgia Open Records Act and Confidential Submittals:** All materials submitted to the City are subject to disclosure in accordance with the Georgia Open Records Act and other applicable law. If the Vendor contends that any portion of its Bid is exempt from disclosure, the Vendor shall clearly identify each page claimed to be exempt and shall provide any affidavit or supporting documentation required by law at the time of the Bid.

The City shall make disclosure determinations in accordance with applicable law and does not guarantee the confidentiality of any submitted material.

22. **Confidentiality and Data Risk:** Contractor must protect City information using commercially reasonable administrative, physical, and technical safeguards, must limit access to authorized personnel, and must not disclose City information without prior written authorization.

23. **Iran Divestment Certification:** The Vendor certifies that they are not included on the Iran Divestment List created under O.C.G.A. § 50-5-85.1 and do not participate in investment activities in Iran's energy sector.

24. **Certification Regarding Boycotts of Israel:** Vendors certify that they are not currently engaged in and agree for the duration of the Contract not to engage in a boycott of Israel as defined in O.C.G.A. § 50-5-85.1.

25. **Debarment and Suspension Certification:** The Vendor affirms that neither it nor any of its principals is currently debarred, suspended, proposed for debarment, or declared ineligible for Contracts by any federal or state agency.

26. **Records Retention:** The Vendor must maintain all records, books, and documents pertinent to this Agreement for at least five (5) years after completing the services and must make them available for inspection upon reasonable request by the City or its auditors. Address below:

    PROCUREMENT DEPARTMENT, 4715 Frederick Dr. SW, Atlanta, GA 30336.

27. **Cost-Plus Prohibition:** The City must not accept a cost-plus-a-percentage-of-cost Bid or Contract. Any such pricing submitted must be considered non-responsive.

28. **Non-Discrimination:** The Vendor agrees not to discriminate against any person based on race, color, religion, national origin, sex, age, disability, veteran status, sexual orientation, or gender identity in performing this Agreement.

29. **Subcontractors and Subconsultants:** If the Vendor proposes to use any subcontractor, subconsultant, or other third party in performance of this Contract, the Vendor shall identify each such entity in its Bid and shall provide any information requested by the City regarding qualifications, licenses, experience, and regulatory compliance. The City reserves the right to reject any proposed subcontractor or third party whose qualifications or compliance status are deemed insufficient. No subcontractor, subconsultant, supplier, or

lower-tier entity may be substituted after Bid submission without prior written approval from the Procurement Department. Unauthorized substitution may result in rejection of the Bid, termination for cause, or other remedies available to the City.

30. Examination of Bid Documents:

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

30.1.2 Each Vendor shall promptly notify the City in writing should they find discrepancies, errors, ambiguities, or omissions in the Bid documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices shall be made in the form of an Addendum to the ITB, which shall be issued simultaneously to all potential Vendors. No oral responses are binding on the City.

30.1.3 The City may, in accordance with applicable law, issue Addenda to clarify, revise, add, delete, or otherwise modify this ITB at any time prior to the Bid due date and time.

30.1.4 The City may waive any technicalities and formalities in this Solicitation. Additionally, the City reserves the right to cancel the ITB in its entirety.

30.1.5 The City of South Fulton may disqualify Bids as a result of, but not necessarily limited to, the following reasons:

30.1.5.1 Failure to follow the City of South Fulton's Bid schedule.
30.1.5.2 Failure to return applicable compliance and/or specification sheets.
30.1.5.3 Failure to return applicable Addenda.
30.1.5.4 Failure to provide information on alternates or equivalents, when allowed.
30.1.5.5 Failure of Vendor to sign all requested documents.
30.1.5.6 Failure to submit a Bid by the deadline.
30.1.5.7 Failure of Vendor to extend prices.
30.1.5.8 A Bid submitted by a Person on the Ineligible Source List.
30.1.5.9 Failure to hold firm pricing. Failure to meet delivery, operational, or performance requirements.
30.1.5.10 The City may reject any Bid that exceeds available funding or

the City's budget for this project. The City will not pay amounts in excess of the Contract price and will not authorize overruns without a written change order executed by the City.

30.1.5.11 A Bid which is non-responsive, and/or

30.1.5.12 The City reserves the right to consider legally relevant litigation, sanctions, default history, or other integrity-related matters to the extent permitted by applicable law and reasonably related to the Vendor's responsibility and ability to perform the contract.

31. **Award and Execution of Contract:** Any recommendation of award is subject to approval by the City official or governing body having lawful authority under applicable ordinance, policy, and delegation of authority. No contractual relationship shall arise from this Solicitation or from a notice of intended award alone. A binding obligation shall arise only upon issuance of a duly authorized written contract, purchase order, or other written instrument executed or approved by the City in accordance with applicable law.

    Upon approval of the award by the City official or governing body having lawful authority, the City shall provide the Vendor with an unsigned Contract through Adobe Sign or another City-approved electronic signature platform. The Vendor must execute and return the Contract, along with all required Insurance Certificates and any additional documentation specified in this ITB (see Appendix A, 'Required Form Submittals') or requested by the City, within ten (10) calendar days of receipt. Failure to comply shall result in withdrawal of the award and award of the Contract to the next lowest responsive and responsible bidder meeting all solicitation requirements.

32. **Illegal Immigration Reform and Enforcement Act**: This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "Act"), formerly known as the Georgia Security and Immigration Compliance Act. In accordance with the Act, each Vendor must provide proof of registration in, and continued participation with, the E-Verify Program administered by the U.S. Department of Homeland Security. The Contractor Affidavit shall be submitted with every Bid as required by applicable law. A Subcontractor Affidavit shall be submitted only if the Vendor proposes one or more subcontractors that will perform the services covered under the contract. The City may deem a Bid non-responsive if a required statutory affidavit is omitted.

    If the Vendor is required to obtain an Employer Identification Number (EIN): The Vendor must complete the Contractor Affidavit on its own behalf and provide the Federal Work Authorization User ID Number issued to the Vendor.

    If the Vendor is not required to obtain an EIN: Each entity comprising the Vendor's business structure shall submit a separate Contractor Affidavit. This notice does not provide detailed legal advice on the Act. Each Vendor is solely responsible for ensuring compliance with the Act and for determining how it applies to their participation in this Solicitation. For more information or to enroll in the E-Verify Program, visit:

https://e-verify.uscis.gov/enroll. Guidance on completing and submitting the Contractor Affidavit is provided in the instructions preceding the form in this ITB. The Contractor Affidavit shall be submitted with every Bid as required by applicable law. A Subcontractor Affidavit shall be submitted only if the Vendor proposes one or more subcontractors that will perform the services covered under the contract. The City may deem a Bid non-responsive if a required statutory affidavit is omitted.

33. **Joint Ventures:** If a Bidder submits as a Joint Venture, each Joint Venture member shall be jointly and severally liable for all obligations arising under the Bid, Contract, purchase orders, task authorizations, warranties, indemnification obligations, and any claims arising from performance or nonperformance. The Bid shall identify each Joint Venture member, ownership percentage, lead member, authorized representative, and the individual authorized to bind the Joint Venture. Each Joint Venture member shall submit all required forms, licenses, affidavits, certifications, and responsibility documentation unless expressly waived in writing by the City. No Joint Venture member may withdraw, be substituted, transfer ownership interest, or materially alter its role after Bid submission without prior written approval from the City.

34. **Conflict of Interest:** Vendors are responsible for reviewing and complying with all conflict-of-interest requirements applicable to this Solicitation and any resulting contract. No Vendor shall be eligible for award if the Vendor has an actual or organizational conflict of interest that would impair the fairness of the procurement or the Vendor's ability to perform impartially, unless such conflict is disclosed in writing and expressly waived or mitigated by the City in accordance with applicable law and policy.

35. **Indefinite Delivery Indefinite Quantity Contract**
Except as stated in this ITB, these Instructions, and the Notice to Vendor concerning Conflicts of Interest. A successful Vendor under this ITB is not precluded from responding to such Solicitations.

36. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax regarding Goods and Services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.

37. **Permits, Fees, Licenses, and Laws**: The successful Vendor shall be solely responsible for obtaining, maintaining, and complying with all licenses, permits, registrations, certifications, inspections, and approvals required by law to furnish the products and services under the contract. The Vendor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and professional standards, all of which are incorporated into the contract by reference as though fully set forth therein.

38. **Encouragement of Partnerships:** The City encourages lawful partnerships, subcontracting arrangements, Joint Ventures, and consortia that expand competition and support small business participation. However, any such arrangement must be fully disclosed in the Bid and shall not limit the responsibility, liability, or accountability of the Bidder or awarded Contractor. Neither party shall be liable for incidental, consequential, special, punitive, or indirect damages except as expressly required by law.

The City reserves the right to reject any Bid that fails to comply with these electronic submission requirements.

39. **Electronic Signature Acknowledgment:** The City of South Fulton utilizes Adobe Sign, or another City-approved electronic signature platform, for the official execution of a contract. By submitting a Bid and, if awarded, executing a Contract with the City, the Vendor acknowledges and agrees to the following:

39.1 **Legally Binding**: An electronic signature executed possesses the same legal force and effect as a handwritten signature, in accordance with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.), the Federal Electronic Signatures in the Global and National Commerce Act (15 U.S.C. § 7001 et seq.), and any other applicable law.

39.2 **Authority to Sign**: The individual executing the Contract electronically on behalf of the Vendor affirms its authority to bind the Vendor to the terms of the contract.

39.3 **Official Record**: The fully executed contract, as maintained by the City, shall serve as the official and binding version of the contract for all purposes.

39.4 **No Requirement for Paper Originals**: Unless specifically requested by the City, no paper copies or handwritten signatures shall be necessary for the validity or enforceability of the contract.

40. **Electronic Communications:** All communications pertaining to this Solicitation and any resulting contract, including but not limited to Addenda, Notices of Award, contract amendments, and other official correspondence, shall be transmitted electronically by the City of South Fulton. The Vendor agrees to the following terms:

40.1 **Official Delivery:** Communications sent by the City shall be considered officially delivered on the date and time transmitted, unless the City encounters an error message indicating unsuccessful transmission.

40.2 **Responsibility to Monitor:** Vendors are responsible for actively monitoring the email address and/or electronic platform designated in their Bid for communications from the City. Failure to receive or review electronic communications shall not exempt the Vendor from any obligations under this ITB or any resulting contract.

40.3 **Legal Effect**: Electronic communications issued in accordance with this section shall carry the same legal force and effect as if provided in hard copy.

40.4 **Record Retention:** The City's electronic records of such communications shall constitute the official record for all Procurement and contract administration purposes.

41. Vendor Response Requirements: Each Vendor shall submit a complete Bid containing all forms, certifications, licenses, pricing, and supporting documentation required by this Solicitation. The City may reject any Bid that fails to include the required information.

1. Signed Bid Form
2. Completed Pricing Schedule
3. Evidence of current business license
4. Required affidavits and certifications
5. Exceptions Form, if any
6. Evidence of insurance or insurance acknowledgment
7. References demonstrating relevant experience with the installation of Trash traps.
8. Joint Venture Disclosure Form, if applicable
9. Subcontractor List, if applicable
10. Proposed installation methodology
11. Proposed maintenance plan
12. Safety plan
13. Warranty statement
14. Evidence of similar project experience
15. Manufacturer product data sheets for proposed trash trap systems

The City may reject any Bid that fails to include the required documentation.
All Bids must be submitted electronically through BidNet by the deadline indicated.

42. City Reservation of Rights: The City reserves the right to reject any or all Bids, waive minor informalities and irregularities, request clarification of any Bid, require correction of immaterial errors, cancel this Solicitation in whole or in part, reissue the Solicitation, negotiate as permitted by law, and take any other action deemed by the City to be in its best interest and consistent with applicable procurement authority.

43. Sovereign Community Reservation: Nothing contained herein shall be construed as a waiver of the City's sovereign immunity, official immunity, governmental immunity, or any other immunity or limitation of liability available under Georgia law.

44. Force Majeure. Neither party shall be held to be in breach of this Contract because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event, and the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

INTRODUCTION

The City of South Fulton is seeking bids from qualified, licensed, and experienced trash trap vendors to provide installation and maintenance services for the Public Works Department.

The City intends to establish one or more price-based IDIQ contracts for the supply of trash traps installation and maintenance services on an as-needed basis.

1. Award of Contract

The award shall be made to the lowest responsive and responsible bidder who meets all solicitation requirements. The City reserves the right to make an award to one or more responsive and responsible bidders. Where multiple awards are made, ordering may be based upon availability, geographic coverage, emergency response capability, workload balancing, or lowest quoted price for the requested task. When multiple awards are made, ordering may be based on:

1.1 **Contract Formation:** No contractual relationship shall arise from this Solicitation or from a notice of intended award alone. A binding obligation shall arise only upon approval by the City official or governing body having lawful authority and the issuance of a duly authorized written contract, purchase order, or other written instrument executed or approved by the City in accordance with applicable law.

1.2 **Evaluation Criteria:** The City will evaluate Bids to determine responsiveness, responsibility, and legal compliance. Evaluation shall be limited to:

1. Determining responsiveness and responsibility
2. Compliance with specifications
3. Lowest total evaluated price

2. Contract Terms

2.1 The initial contract term shall be one 1 year.

2.2 The City may renew the Contract for up to three (3) additional one (1) year terms, at the City's sole discretion, subject to satisfactory performance and availability of funds.

2.3 Any renewal term and any payment obligation extending beyond the current fiscal year are subject to lawful appropriation and availability of funds. Nothing in this Solicitation or any resulting contract shall be construed to create a multiyear fiscal obligation in violation of applicable law.

2.4 Total potential contract term shall not exceed four (4) years.

2.5 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the Contractor's performance on nonperformance under the Contract, including but not limited to trash trap installation, maintenance, environmental compliance, property damage, worker safety, and permit violations, except to the extent caused by the sole negligence of the City. The Contractor's obligations under this clause shall survive expiration or termination of the Contract.

2.6 Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience upon thirty (30) days' written notice to the Contractor. Upon receipt of a notice of termination, the Contractor shall immediately cease work as directed, take all reasonable steps to minimize additional cost, and cooperate fully with the City to ensure an orderly transition of services, records, inventory information, and pending deliveries. The Contractor shall be entitled to payment only for authorized goods delivered and accepted, and authorized services properly performed through the effective date of termination. The City shall not be liable for lost profit, unabsorbed overhead, anticipatory damages, or termination charges not expressly authorized by the Contract.

2.7 Termination for Cause. The City may terminate the Contract, in whole or in part, for cause if the Contractor fails to perform in accordance with the Contract, fails to maintain required licenses or registrations, fails to meet delivery obligations, furnishes nonconforming or unsafe products, violates legal or regulatory requirements, or otherwise commits a material breach. Except where immediate action is necessary to protect public safety, legal compliance, environmental compliance, or protection of City property, the City shall provide written notice of default and a reasonable opportunity to cure not to exceed ten (10) calendar days. If the Contractor fails to cure within the time allowed, the City may terminate the Contract, procure replacement goods or services from alternate sources, and recover from the Contractor any excess costs and other remedies available under the Contract or at law.

2.8 Invoices and Payment

The Contractor shall submit invoices only for goods delivered and accepted or services properly performed and accepted pursuant to a valid written purchase order or task authorization. Each invoice shall include, as applicable, the purchase order number, task authorization number, delivery date, item description, quantity, unit price, lot number, expiration date, and any other supporting documentation reasonably required by the City.

The City may withhold payment for nonconforming goods, disputed charges, unsupported fees, unauthorized work, or incomplete documentation until the matter is resolved.

2.9 For purposes of this Solicitation and any resulting Contract, the following terms shall have the meanings stated below:

The Bid means the Vendor's complete response to this Solicitation.
Vendor means the entity submitting a Bid.
Contractor means the Vendor awarded a Contract under this Solicitation.
Purchase Order means the City's written authorization to furnish goods or services.
Task Authorization means the City's written authorization for a defined service, delivery, inspection, restocking event, or related work under the Contract.

3. IDIQ CONTRACT STRUCTURE AND ORDERING

3.1 Contract Type, IDIQ: This Solicitation is issued to establish one or more Indefinite Delivery, Indefinite Quantity contracts for trash traps installation and maintenance services.

3.2 The contract establishes firm unit prices only. Any quantities stated in this Solicitation are estimates for evaluation purposes only and do not guarantee any order volume.

3.3 Price Stability and Adjustments. Bid unit prices shall remain firm for the first twelve (12) months of the Contract term unless otherwise expressly stated in the Pricing Schedule. Beginning in the first renewal term, the Contractor may request a price adjustment no more than once in any twelve (12) month period. Any such request must be submitted in writing not less than sixty (60) days prior to the proposed effective date and must be supported by verifiable manufacturer documentation, published market data, wholesale acquisition cost changes, or other objective evidence acceptable to the City. No price adjustment shall be effective unless approved in writing by the City through a duly authorized contract amendment. The City reserves the right to reject any requested increase, negotiate revised pricing, seek alternate sources, or terminate the affected item or service without penalty. Price decreases shall be passed through to the City immediately.

3.4 To establish contractual consideration, the City guarantees a minimum purchase amount of $5,000.00 during the initial contract term. This minimum amount is the sole guaranteed expenditure under this Contract. The minimum purchase guarantee shall apply only to the initial contract term and shall not obligate the City to issue any specific task authorization, purchase order, location assignment, or volume of work.

3.5 The City may establish a not-to-exceed aggregate contract ceiling. If established, the ceiling is the maximum cumulative amount payable under the contract, including any renewals exercised by the City. The City is not obligated to purchase up to the ceiling amount.

3.6 All purchases under the contract shall be made only through a written purchase order, task authorization, or other written ordering instrument issued or approved by the City Procurement Department. No delivery, restocking service, inspection support, or related work is authorized without such a written instrument.

3.7 Verbal directives, informal communications, emails, text messages, field requests, and instructions from unauthorized personnel do not authorize performance and are non-compensable.

3.8 Products furnished or services performed without written authorization are unauthorized and non-compensable, and the Contractor assumes all risk of nonpayment for such performance.

3.9 The City reserves the right at any time to obtain any product or service from alternate sources when necessary to address shortages, emergency conditions, delivery failures, product recalls, pricing concerns, legal compliance issues, or operational requirements. No such alternate source shall constitute a breach by the City or create any claim for lost volume, exclusivity, or damages.

3.10 Nothing in this Solicitation or any resulting Contract shall be construed to create an exclusive purchasing arrangement unless expressly stated in writing by the City. The City reserves the right to award to one or more responsive and responsible bidders and to place orders with any awarded Vendor based on availability, performance, operational need, pricing, legal compliance, or other contract-based ordering criteria. Where multiple awards are made, ordering may be based upon availability, geographic coverage, emergency response capability, workload balancing, or lowest quoted price for the requested task.

4. Confidentiality/Data Security

The Vendor agrees to maintain the confidentiality of all documents, data, records, and other information developed, received, or obtained in connection with this Agreement, including those related to the Trash Traps Installation and Maintenance Services.

5. Task Order Response and Performance:

5.1 Product Installation and Service Performance

5.2 For each purchase order or task authorization, the City may specify the delivery location and the required delivery window.

5.3 The Contractor shall meet all installation and maintenance service timelines stated in the purchase order or task authorization.

5.4 Failure to meet order requirements may result in rejection of delivery, corrective action, re-performance at no additional cost to the City, negative performance evaluation, termination for cause, or other remedies available under the contract or by law.

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

Trash Traps Installation and Maintenance Request for Services

Purpose

The City of South Fulton is seeking to solicit a Bid and detailed service description from a qualified vendor to provide comprehensive trash trap installation, training, and maintenance services. The selected vendor must tailor all services and deliverables to meet the City's specific operational, environmental, and maintenance needs, ensuring the effective long-term performance of all installed Trash Trap units.

Trash Trap Description

A Trash Trap is a floating barrier that collects surface-level debris and litter from rivers, canals, and streams. It consists of a floating top with a submerged skirt that intercepts buoyant plastics and trash while allowing aquatic life to pass underneath.

Key Components and Design

- Floating Barrier: Provides flotation, usually made of robust materials like PVC-coated polyester or HDPE.
- Underwater Skirt: A mesh or solid curtain hanging below the surface to trap trash for easy removal.
- Mooring/Anchoring: Secured to banks or the bottom to maintain position during high-flow conditions.
- Structure: Modular to fit specific waterway widths and depths.

Scope Requirements:

- Contractor is responsible for assessing the site and determining equipment access for installation and maintenance
- Contractor is responsible for furnishing all materials, including anchoring components
- Contractor shall collect debris recovered from each trash trap site, segregate and package debris by location, photograph the collected material, and place the material at the City-designated collection point for removal by City Solid Waste personnel unless otherwise directed in writing by the City.
- Providing full maintenance services at the Existing Loch Lomond Trash Trap site
- Maintenance Performance Standards include service frequency, debris removal expectations, photo documentation, maintenance reporting, and emergency response requirements.
- Minimum Technical Requirements. The Contractor shall furnish trash trap systems suitable for the applicable waterway width, flow conditions, debris load, anchoring conditions, and site access constraints. Proposed systems shall include durable floating

barrier components, submerged skirt or equivalent debris capture components, anchoring or mooring components, connection hardware, and all materials necessary for complete installation. The Contractor shall be responsible for field verification before installation, and shall notify the City in writing of any site condition that may affect installation, safety, or permitting responsibilities associated with installation activities, including any environmental, regulatory, or jurisdictional permits that may be required, as well as long-term performance. The Contractor shall obtain and pay for all permits required for installation activities unless expressly identified by the City as owner-obtained permits.

- Environmental Compliance. Contractor shall comply with all federal, state, county, watershed, EPD, Corps of Engineers, and environmental permitting requirements.

Items to include in Bid:

- Purchase and Installation of Trash Traps
- Maintenance services every two (2) weeks at each location for a 12-month period
- Unit price for training for South Fulton staff and volunteers

Bid Must Include

- Bid must be submitted on the Company's letterhead
- Unit price for initial installation and/or maintenance set up per site
- Training modules and schedule for up to five (5) sessions

Site Locations & Description:

Installation/Maintenance Great Southwest Pkwy / over Utoy Creek (Between Bucknell Dr. SW and Tulane DR.)

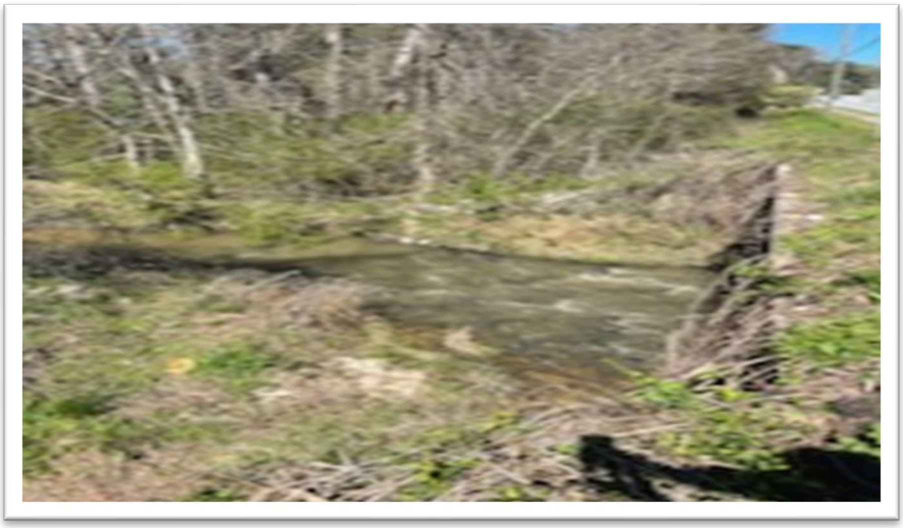
- Waterway Width: 30-40 ft
- Justification: Commercial runoff in an industrial area by preventing litter loads from reaching the Chattahoochee River
- Latitude/Longitude 33.743608982, -84.5683898585

Installation/Maintenance Flat Shoals Rd over Morning Creek

- Waterway Width: 12-20 ft
- Justification: Residential and roadway inputs: accessible for routine maintenance.
- Latitude/Longitude: 33.5804027778, -84.4951222222

Installation/Maintenance Bethsaida Rd (near Joshua Way)

- Waterway Width: 12-20 ft
- Justification: Residential and roadway inputs: accessible for routine maintenance.
- Latitude/Longitude: 33.5601954434, -84.5013736357



Existing Loch Lomond Trash Trap (Maintenance ONLY)

- Waterway Width: 12-25 ft
- Justification: To ensure the effective capture of debris entering the waterway during rain and high flow conditions.
- Latitude/Longitude: 33.7104722222, -84.5441666667

APPENDIX A
REQUIRED FORM SUBMITTALS

ITB # 26-31, Trash Traps Installation and Maintenance Services Indefinite Delivery Indefinite Quantity Contract

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your Bid.
2. It is the sole responsibility of each Vendor to ensure that their Bid is inclusive of all Submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid**.
4. Vendors are required to submit responses to solicitations electronically online at https://www.bidnetdirect.com/georgia/cityofsouthfulton. The City will not consider any Bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

REQUIRED DOCUMENTATION INCLUDED	INITIAL IF INCLUDED
COST WORKSHEET & BID COST SCHEDULE FORM	______________
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – (E-VERIFY)	______________
ADDENDUM ACKNOWLEDGEMENT FORM	______________
BUSINESS LICENSE	______________
INSURANCE ACKNOWLEDGMENT	______________
REFERENCES	______________
JOINT VENTURE DISCLOSURE, IF APPLICABLE	______________
SUBCONTRACTOR LIST, IF APPLICABLE	______________
PRODUCT DATA SHEETS	______________
MAINTENANCE PLAN	______________
SAFETY PLAN	______________
WARRANTY STATEMENT	______________

Vendor Certification

By signing and submitting its Bid, the Vendor certifies that it has reviewed ITB Number: 26-31, including all attachments, appendices, forms, and addenda, and agrees to furnish Trash Traps Installation and Maintenance Services in accordance with the Solicitation and any resulting contract. The Vendor further certifies that its Bid includes all required pricing and supporting documentation, that the person signing is authorized to bind the Vendor, and that the Bid is genuine and not the result of collusion, fraud, or improper communication with any competing vendor.

______________________________	____________________	____________
Printed Name	**Title**	**Date**
______________________________	______________________________	
Signature	**Firm Name**	
______________________________	______________________________	
Email Address	**Phone Number**	

COST WORKSHEET

Description/Location	Quantity	Service Frequency	Unit of Measure	Unit Price	Extended Annual Cost
Purchase and Installation					
Trap Installation: Great Southwest Parkway / over Utoy Creek	**1**				
Trap Installation: Flat Shoals Rd over Morning Creek	**1**				
Trap Installation: Bethsaida Rd (near Joshua Way)	**1**				
Sub-Total					
Maintenance					
Trap Maintenance: Great Southwest Parkway / over Utoy Creek		**Every 2 weeks**			
Trap Maintenance: Flat Shoals Rd over Morning Creek		**Every 2 weeks**			
Trap Maintenance: Bethsaida Rd (near Joshua Way)		**Every 2 weeks**			
Loch Lomond Trash Trap (Maintenance Only)		**Every 2 weeks**			
Sub-Total					
Training Session, up to 5 sessions, per session					
Emergency Maintenance Call-Out, as needed, per occurrence					
Replacement Parts Markup, as needed, percentage markup					
Total					

BID COST SCHEDULE FORM

Fee schedule for Scope of Services $_______________________
Written Cost ____________________________________
Vendor shall provide pricing only for the items and services expressly identified in the Pricing Schedule. No additional charge shall apply unless expressly included in the Pricing Schedule or authorized in writing by the City through a valid purchase order or amendment.

VENDOR must furnish all labor, materials, equipment, and perform all the necessary WORK in the manner and form provided in the Contract Documents
Contact Person ____

Business Address ____

City, State, Zip Code
____

Business Phone Number ____
Email
____

Printed Name

____
Title

____
Signature

____
Date

____
Company Name

____

VENDOR SIGNATURE AND CERTIFICATION

I certify that this Bid is made without prior understanding, contact, or connection with any corporation, firm, or person submitting a Bid ("Vendor") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive Bids violate State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Bid and certify that I am authorized to sign this Bid for the Vendor. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

____

Authorized Signature for Vendor

____

Date

____

Print/Type Signatory Name

____

Print/Type Vendor Name Here

ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUB-CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this Affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, Firm or Corporation which is engaged in the physical performance of Services under a Contract with (___ (name of Contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the Federal Work Authorization Program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Sub-Contractor shall continue to use the Federal work authorization program throughout the Contract period, and the undersigned Sub-Contractor shall contract for the physical performance of Services in satisfaction of such Contract only with Sub-Contractors who present an affidavit to the Sub-Contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Sub-Contractor shall forward notice of the receipt of an Affidavit from a Sub- Sub-Contractor to the Contractor within five (5) business days of receipt. If the undersigned Sub-Contractor receives notice of receipt of an Affidavit from any Sub-Contractor that has contracted with a Sub-Contractor to forward, within five (5) business days of receipt, a copy of such notice to the Contractor. Sub-Contractor hereby attests that its Federal Work Authorization user identification number and date of authorization are as follows:

_________________________________ ____________________
Federal Work Authorization User Identification Number Date of Authorization

____
Name of Sub-Contractor

Name of Project: ITB Number: 26-31,
Trash Traps Installation and Maintenance Services
City of South Fulton, Georgia Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.

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

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent
Subscribed and sworn before me on this ____, day of ______, 20___.

____
Notary Public (Seal)
My Commission Expires:

ADDENDUM ACKNOWLEDGMENT FORM

ADDENDA ACKNOWLEDGMENT: ITB Number: 26-31
The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM # ___________DATE______
INITIALS ________________

ADDENDUM # ___________DATE______
INITIALS ________________

ADDENDUM # ___________DATE______
INITIALS ________________

ADDENDUM # ___________DATE______
INITIALS ________________

ADDENDUM # ____________DATE______
INITIALS________

Respondent (Company):
____
Signature (ink): _______________________________
Name (Typed/printed):
____
Title:____
Date: ____

Note: If addenda have been issued, respondents should complete and return this attachment with their Bid. Failure to do so may result in the Contract being disqualified.
Failure to acknowledge all addenda may result in the Bid being rejected.
This is an acknowledgment of receipt of addenda (listed by number and date on each addendum) and affirms that its Bid includes and considers any modifications to the initially issued Proposing Documents contained therein.
Note: If the Vendor is a corporation, the Bid must be signed by an officer of the corporation; if it is a partnership, it must be signed by a partner. If signed by others, the signature authority must be included. The full names and addresses of people or parties interested in the above Bid, as principals, are listed below.

Name	Address

POST NOTICE OF INTENT TO AWARD SUBMITTALS

The apparent successful Vendor shall, within ten (10) calendar days of Notice of Intent to Award, submit the following documents as a condition precedent to contract execution:

- Certificate of Insurance
- W-9 Form
- Professional License(s)
- Any permits, registrations, or authorizations required by law for the products or services to be furnished under the contract
- Executed Joint Venture Agreement, if applicable
- Corporate authorization or resolution confirming signatory authority
- Performance and payment bonds are not required
- Final insurance endorsements naming the City of South Fulton as additional insured where required

Failure to submit within ten (10) days may result in the withdrawal of the award.

APPENDIX B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The successful Vendor shall maintain, at its sole cost, insurance coverage during the entire Contract term, including any renewal term, in forms and amounts acceptable to the City and appropriate to the risks of the products and services provided. At a minimum, the Vendor shall maintain the following coverage:

1. Commercial General Liability, not less than $1,000,000 each occurrence and $2,000,000 aggregate
2. Automobile Liability, not less than $1,000,000 combined single limit
3. Employers' Liability, not less than $500,000 each accident, $500,000 disease policy limit, $500,000 disease each employee, and Workers' Compensation as required by Georgia law
4. Product Liability coverage adequate for trash trap supply risk, whether included within Commercial General Liability or maintained separately
5. Pollution Liability Insurance, not less than $1,000,000 per claim, shall be required if the Contractor's work involves waterway installation, debris removal, environmental exposure, pollutant release risk, or any activity that may affect stormwater, waterways, soil, sediment, or adjacent property.

The City of South Fulton shall require that it be named as an additional insured on Commercial General Liability and Automobile Liability policies where commercially available and appropriate to the coverage.

Additional Insured:
City of South Fulton

Notice:
30-day cancellation notice

Insurance shall be issued by insurers authorized to do business in the State of Georgia. Certificates of Insurance shall reference ITB Number: 26-31 (Trash Traps Installation and Maintenance Services). The Vendor shall provide the City with certificates of insurance prior to contract execution or performance, as applicable, and shall maintain coverage throughout the contract term and any renewal term.

To the extent available by endorsement or policy terms, the Vendor shall provide at least thirty (30) days' prior written notice of cancellation or material reduction in coverage to the City.