

INVITATION TO BID

**FC-8101, Sergeants and Lt. Promotional Testing on
Behalf of APD**



Atlanta, Georgia

**George Turner
Chief
Atlanta Police Department**

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement**



CITY OF ATLANTA

Kasim Reed
Mayor

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

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

April 3, 2015

ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a bid for **FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD**. The City, on behalf of the Atlanta Police Department ("APD"), is soliciting bids from qualified firms to provide qualified law enforcement promotional testing.

A **Pre-Bid Conference** will be held on **Tuesday, April 21st, at 11:00 a.m.**, at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from the APD, the Office of Contract Compliance, the Ethics Office, Risk Management, and the Atlanta Workforce Development Agency available at the conference to discuss this project and to answer any questions. Bidders are urged to attend the Pre-Bid Conference.

Bidders will be allowed to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre-Bid Conference on **Tuesday, April 21, 2015**, are not authoritative. **The last date to submit questions in writing is Friday, April 24, 2015, by 12:00 p.m. EST.**

Your response to this Invitation to Bid will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, May 6, 2015.**

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

Bids will be publicly opened and read at 2:01 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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

Invitation to Bid
FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD
April 3, 2015
Page 2

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

The bid document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package, beginning on Friday, April 3, 2015. All purchased solicitation documents include a scope of work booklet.

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Adam L. Smith".

Adam L. Smith

TABLE OF CONTENTS FOR:

FC-8101, Sergeants and Lt. Promotional Testing

Cover Page

Invitation Letter

Table of Contents

Part 1-Information and Instructions to Bidders

Part 2-Required Submittal Forms

Exhibit A-Draft Agreement

Exhibit B-General Conditions (Not Applicable)

**Exhibit C-Special Conditions (Atlanta, GA Code of Ordinances
Promotional Policy)**

Exhibit D-Bid Schedule and Pricing Information

Exhibit E-Scope of Services

Exhibit F-Drawings (Not Applicable)

Exhibit G-Additional Required Submittals (Not Applicable)

Appendix A-OCC Requirements

Appendix B-Risk Management Requirements (P&P bond forms included)

PART I
SECTION I
INSTRUCTIONS TO BIDDERS

Part 1; Information and Instructions to Bidders

1. **Services Being Procured:** This Invitation to Bid (“ITB”) from qualified bidders (“Bidders”) by the City of Atlanta (“City”), on behalf of the Atlanta Police Department (“APD”), seeks to procure the following services (“Services”): Sergeants and Lt. Promotional Testing Promotional Testing on Behalf of APD. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A– Scope of Services attached to the Professional Services Agreement (“Services Agreement”); **Contract No. FC-8101, Sergeants and Lt. Promotional Testing Promotional Testing** included in this ITB.¹
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this ITB is Code Section 2-1188; Competitive sealed proposals. By submitting a Bids concerning this procurement, a Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this ITB by reference.
3. **Minimum Qualifications; Authority to Transact Business in Georgia (REQUIRED SUBMITTAL):**
 - **Each Proponent team member (Service Provider Key Personnel) the Proponent must be able to demonstrate a minimum of three (3) years of experience in administering Police promotional testing within the last ten (ten) years;**
 - Each Bidder MUST submit with its bid, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Bidder:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This procurement is only an invitation for offers from interested Bidder and no offer shall bind City. A Bidder’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
5. **Bid Deadline:** Your response to this ITB must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, May 6, 2015.** Any bid received after this time will not be considered and will be rejected and returned.
6. **Pre-Bid Conference:** Each Proponent is urged attend the Pre-Bid Conference scheduled for **Tuesday, April 21, 2015, at 11:00 A.M.,** at the DOP Conference Room

in Suite 1900. Each Bidder must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any

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

failure to fully investigate the Jobsite(s) shall not relieve any Bidder from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

7. **Bid Guarantee:**

7.1. **Each Bidder is required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Cost Proposal amount.** At the option of the Bidder, the Bid Guaranty may also be cash, a certified check payable to the order of City or a Bid Bond in a form acceptable to the City. A surety executing a Bid Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this ITB.

7.2. Each Bidder agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Bid Guarantee as liquidated damages and not as a penalty.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to the City's contact person, Mr. Art Smalls, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail asmalls@atlantaga.gov, on or before **Friday, April 24, 2015, by 12:00 pm EST.** Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Bidders may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Bidder, for the City's use, in its discretion.

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

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this ITB. By submitting a Bid in response to this procurement, each Bidder agrees to comply with such applicable OCC Programs.

12. **Evaluation of Financial Information: (Not Applicable)** The City's evaluation of financial information concerning a Bidder and its consideration of such information in determining whether a Bidder is responsive and responsible may involve a review of several items of information required to be included in a Bid. City will review the information

included in Form 2; Company Financial Statements attached to this ITB and any additional information required on that form to be included in a Bid. Further, if this ITB requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 5; Proof of Insurance and Bonding Capacity. A Bidder must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Bidder is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Bidder if an Agreement is awarded to it. Further, if this ITB requires a successful Bidder that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Bidder must submit with its Bid a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Bidder if an Agreement is awarded to it.

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

14. **Examination of Proposal Documents:**

14.1. Each Bidder 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 will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

14.2. Each Bidder shall promptly notify City in writing should the Bidder 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 may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bidder who have obtained the ITB from City.

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

14.4. Each Bidder must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this ITB at Part

15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

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

17. **This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act.** Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proponents are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit available at www.atlantaga.gov, must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. **Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All bidders intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.** For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> **(REQUIRED SUBMITTAL).**

18. **Multiple Awards:** Upon evaluation of the Bids, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Bidder(s) determined by the City to be the most responsive and responsible of the short-listed Bidders. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Bidders fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Bidder. This process will continue until final agreements, if possible, are realized.

19. **Submission of Bids:**

A Bid must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD** and the name and address of the Bidder. All Bids must be submitted to:

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

A Bidder is required **to submit one (1) stamped original and nine (9) copies of its Informational Bids.** Each Informational Bid must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages **MUST** be inserted in a standard three-hole ring binder. Each Informational Bid must contain and index and separate sections for the information requirements set forth in this ITB, as well as for the forms required to be submitted.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of

the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

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

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

- (1) Previous experience demonstrating competence to perform the services involved in the solicitation;
- (2) Past performance of previous contracts with respect to time of completion and quality of services;
- (3) The fee or compensation demanded for the services;
- (4) The ability to comply with applicable laws;
- (5) The ability to comply with the schedule for the performance of the services, as required by the City;
- (6) The financial ability to furnish the necessary bonds;
- (7) The financial condition of the offeror;
- (8) The ability to provide staffing of management personnel, satisfactory to the City; and
- (9) The offeror's compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:

- Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
- Qualifications and experience of all proposed team members;
- Demonstration that programs and services offered will meet the needs of those in the community;
- Response to ALL questions asked within Exhibit A, Scope of Services;
- Responsiveness to all items noted as Required Submittals within the solicitation document;
- Reference submission and satisfactory review; and
- Price.

21. Responsiveness and responsibility for each Bidder can be observed as the following:

- A. The **responsiveness** of a Bidder is determined by the following:
 1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

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

B. The **responsibility** of a Bidder is determined by the following:

1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified

22. **Multiple Awards:** Upon evaluation of the Bids, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Bid(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Bids fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Bidders. This process will continue until final agreements, if possible, are realized.

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

PART I
SECTION II
REQUIRED SUBMITTALS

Required Submittal (FORM 1)

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

INSTRUCTIONS TO BIDDERS:

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

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

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

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

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

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta _____

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

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

Required Submittal (FORM 1)

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

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

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE FORM

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

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Name and title of Contact Person for the Individual/Entity:

5. Is the individual/Entity authorized to transact business in the state of Georgia?

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

No

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

C. Questionnaire

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

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

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

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

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

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

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

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

YES **NO**

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

YES **NO**

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

D. REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20** ___

Subscribed and sworn to or affirmed by _____ **(name), as the**

(title) of _____ **(entity or partnership name) this**

day of _____, **20** ___.

Notary Public of _____ (state)

My commission expires: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 3)

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

Bid Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents (\$ _____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER , a Bid; FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD**

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

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

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

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

Bid Bond (Page 2 of 2)

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

[i] _____ Dollars and Cents (\$ _____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

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

Corporate Bidder:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

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

Non-Corporate Bidder:
[Insert Bidder Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

Surety:
Name: _____
By: _____
Name: _____
Title: _____

Required Submittal (FORM 4)

Certification of Insurance and/or Bonding Ability Instructions:

Offerors **MUST** submit 1) a **completed copy of this form executed by their insurance company**; and 2) a **completed copy of this form executed by their surety**. Failure to submit completed forms from both entities, as required, will result in the Offeror being deemed non-responsive.

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

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

PLEASE NOTE: If this Form 4 is executed by an Attorney-in-Fact, then Insurer/Surety must attach a copy of a duly executed Power-of-Authority evidencing such authority in addition to correctly completing this Form 4. If Offeror is unable to provide City with insurance and/or bonds that comply with the terms of Appendix B within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD:**

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

Dated the _____ day of _____, 20__.

Corporate Bidder:

[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Bidder:

[Insert Bidder Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Bidder Contact Directory¹

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

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

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

Required Submittal (FORM 7)

Reference List

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

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Bidder's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 8)
Required Submittal Checklist

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

Submit one (1) Original Bid, signed and dated, and nine (9) complete copies of the Original Bid including all required attachments.

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

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

Item Number	Required Bid Submittal Check Sheet	Check (√)
1	Part I – Instruction to Bidders (Bid Guarantee Included)	()
2	Appendix A - Office of Contract Compliance (Required Submittals Included)	()
3	<p>All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</p> <ul style="list-style-type: none"> • Form 1, IIREA; • Form 2, Contractor Disclosure Form; • Form 3, Bid Guarantee ; • Form 4, Certification of Insurance and/or Bonding Ability; • Form 5, Acknowledgement of Addendum; • Form 6, Contact Directory; • Form 7, Reference List; • Form 8, Required Submittal Checklist. 	()
4	<p>Bidder’s Official Company Name: Company Physical Address:</p>	
5	<p>President/Vice President/Owner Name: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____</p>	
6	<p>Primary Point-of-Contact Concerning ITB: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____</p>	

PART II
EXHIBIT A
DRAFT AGREEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT

FC-8101, Sergeants and Lt. Promotional Testing on Behalf of APD.

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

Contract Name: Sergeants and Lt. Promotional Testing on Behalf of APD.	Contract No. FC-8101
Service Provider	City of Atlanta
Name:	Using Agency: Atlanta Police Department
Address:	Address: 226 Peachtree St. Atlanta, GA 30303
Phone:	Phone: 404-546-7000
Fax:	Fax: 404-546-8761
Authorized Representative:	Authorized Representative: George Turner, Chief

1. Background.

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

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

2. Term.

2.1 Initial Term. The initial term of this Agreement will be for a six (6) year base. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. City shall have the right at its sole discretion to renew this Agreement for six (6) additional years in two (2) year increments at the sole discretion of the City according to the following procedure:

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

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

4. **Interpretation.**

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

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Scope of Services
3. Exhibit A.1-Cost Proposal
4. Exhibit B – Definitions
5. Exhibit C –Legislation
6. Exhibit D - City Security Policies (Not Applicable)
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements
9. Appendix B - Insurance and Bonding Requirements
10. Appendix C- Additional Required Submittals (IIREA ,State Business License, Contractor Disclosure Forms and Addendum)

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

6. Services.

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

6.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider.

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

Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

6.3 Change Documents.

6.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).² All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

7. Service Provider's Obligations.

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

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

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

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

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

7.6 Key Service Provider Personnel and Key Subcontractors.

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

- (a)
- (b)

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

- (c)
- (d)
- (c)

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

7.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

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

8. City's Authorized Representative.

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

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

9. Payment Procedures.

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

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

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

9.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

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

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

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

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

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

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

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

10.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or

workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

11. Compliance with Laws.

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

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

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

12. Confidential Information.

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

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

13. Work Product.

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

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

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

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

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

14. Audit and Inspection Rights.

14.1 General.

14.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

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

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

15. Indemnification by Service Provider.

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

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

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

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

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

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

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

16. Limitation of Liability.

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

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

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

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

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

19. Termination.

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

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

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

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

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

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

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

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

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

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

20. Dispute Resolution.

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

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

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

21. General.

21.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Atlanta

[Service Provider]

Mayor

Municipal Clerk (Seal)

Approved:

Atlanta Police Department

Chief Procurement Officer

Approved as to form:

City Attorney

Signature Block Options for Service Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

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

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT A1

COST PROPOSAL

EXHIBIT B

DEFINITIONS

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

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

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

“City Security Policies” means the policies set forth in **Exhibit D**. (Not Applicable)

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

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

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

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

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

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

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

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

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

EXHIBIT C

AUTHORIZING LEGISLATION

EXHIBIT D

CITY SECURITY POLICIES

(Not Applicable)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

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

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

PART II
EXHIBIT C
SPECIAL CONDITIONS

DIVISION 2. - PROMOTION POLICY

FOOTNOTE(S):

--- (3) ---

Cross reference— Supplemental provisions pertaining to police promotions, § 114-226 et seq.

Sec. 98-61. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appointing authority means the police chief.

Appointing rule means the process by which selections are to be made from among candidates on an eligible list.

Discretionary ranks means ranks to which appointments are not controlled by this division and to which appointments can be made at the discretion of the police chief.

Eligible means a sworn employee who meets requirements for a rank and whose name is on an eligible list.

Eligible list means a list of the names of employees who have competed for a rank of employment and are qualified to be appointed, listed in rank order according to the results of the examination process.

Examinations means selection procedures used to determine the relative qualifications of applicants for promotion.

Minimum qualifications means the requirements established in the rank specification for experience and demonstration of the necessary proficiencies in a lower rank in order to compete for promotion.

Probationary employee means an employee who has been appointed to a rank from an eligible list but who has not successfully completed a 12-month probationary period in the rank.

Probationary period means a period of 12 months following a promotional appointment during which the police chief, in consultation with designated subordinate commanders, determines whether or not the probationary employee has the requisite knowledge, skills and abilities necessary to perform the work behaviors of the rank at an acceptable level. The probationary period is considered a noncompetitive part of the examination for the rank.

Rank means a group of positions which have similar duties and responsibilities, require similar qualifications, can be designated by a single title indicative of the level of responsibility of the positions and for which the same schedule of pay is applicable.

Rank specification means a written document based upon an applicable job analysis which shall include but not be limited to descriptions of the responsibilities and work of the rank; illustrative examples for each of the major functional responsibilities within the rank; a description of the critical work

behaviors of the rank and the knowledge, skills and abilities necessary for the performance of such work behaviors; and the minimum qualifications necessary in order to compete for the rank.

Status means the condition of a sworn member who has acquired a rank in the manner established by this division and by the overall provisions of chapter 114, which condition is retained by a probationary employee in the employee's lower rank unless the probationary period for the new rank is completed successfully and status in the new rank is gained. Sworn employees who fail their probationary period shall be returned to a position in their rank in which they have continued to have status during the probationary evaluation portion of the examination.

Sworn member means an employee in the department of police, as established by the definition of the unclassified service contained in section 114-76.

Cross reference— Definitions generally, § 1-2.

Sec. 98-62. - Scope.

This division sets forth the rules and procedures to be followed by the police chief in making promotional decisions within the department of police. The rules and procedures are designed to establish a promotional system that provides for the selection of superior officers based solely upon merit and fitness for promotion, as ascertained by job-related and valid selection procedures developed in accordance with the governing legal guidelines and appropriate professional standards.

Sec. 98-63. - Applicability.

The rules and procedures in this division shall apply to promotions in the department of police to the ranks of police sergeant and lieutenant.

(Ord. No. 2010-34(10-O-0952), § 1, 6-30-10)

Sec. 98-64. - Ranking of members.

(a) Sworn members of the department of police in the nondiscretionary ranks of police officer, sergeant, lieutenant and captain on the effective date of the ordinance from which this section derives shall be given status in the nondiscretionary ranks they hold as of that date. Sworn members of the department of police holding discretionary ranks on the effective date of the ordinance from which this section derives shall be given status in the nondiscretionary ranks they held at the time they were appointed to the most recent discretionary ranks.

(b) Effective July 1, 2010, the rank of Police Captain was reclassified as a discretionary rank.

(Ord. No. 2010-34(10-O-0952), § 2, 6-30-10)

Sec. 98-65. - Amendments.

Amendments to this division may be recommended to the city council by the police chief or initiated by the city council. In determining such recommendations the police chief, at the chief's discretion, may hold hearings at which time both proponents and opponents of proposed amendments can be heard. Notice of any hearing shall be posted by the police chief at least two weeks in advance of such hearing at all permanent installations of the department of police, in such a manner as to ensure that notice is readily accessible to everyone in the department of police.

Sec. 98-66. - Rank specification.

For each rank covered by this division there shall be created a document known as the rank specification, which shall be approved by the police chief. A rank specification shall not be inconsistent with the written job description developed by the commissioner of personnel and human resources in compliance with chapter 114, article IV, division 2, of the civil service rules and regulations; however, the rank specification shall go beyond the written job description in defining the work behaviors of the rank and the knowledge, skills and abilities required to perform those work behaviors as may be required in the development of content-valid examinations, in that the written job description is primarily a classification and pay document, while the rank specification is primarily an examination document.

Sec. 98-67. - Review and amendment of rank specification.

Prior to the announcement of an examination process for a rank, the police chief shall thoroughly review the rank specification and make any amendments to the rank specification deemed appropriate. The rank specification in effect at the time an examination procedure is announced shall be provided to all eligible candidates, along with the examination announcement.

Sec. 98-68. - Notice of examination.

The police chief, under this division, shall give notice of each examination, at least 120 days in advance of the date of administering the first competitive part of the examination, by posting a notice thereof in all permanent installations of the department of police. The announcement shall state the rank for which the examination is being held, the official announcement posting date, the last date and manner for making application for admission to the examination, the examination parts to be used in the competition and the weights for each part, the study lists and any other information which the police chief considers pertinent and useful. A copy of the current rank specification shall also be posted with the announcement in each permanent installation.

Sec. 98-69. - Application for examination.

All sworn members of the department of police who wish to apply for a promotional examination must file a written application on the form prescribed by the police chief within 30 days of the date the announcement is officially posted.

Sec. 98-70. - Qualifications for eligibility.

- (a) The rank specification, defined in section 98-61, shall designate the lower ranks from which promotions can be made provided that:
- (1) To be eligible to compete for the rank of police sergeant, an applicant must have had at least five years continuous service as a sworn member with the department of police immediately prior to the last date for filing an application; and
 - (2) To be eligible to compete for all nondiscretionary ranks above police sergeant, the sworn member must have had at least two years continuous service in the department of police immediately prior to date of administering the first competitive part of the examination, in a lower rank from which promotions can be made, as set forth in the rank specifications.
- (b) The years of continuous service needed to be eligible to compete can be achieved by service either in a nondiscretionary rank, as set forth in the rank specification, or in a discretionary rank, as long as the total service equals or exceeds the requisite minimum number of years to compete and the time in the discretionary rank is being served immediately prior to date of administering the first competitive part of the examination.

(c)

A sworn member holding a discretionary rank who wishes to compete in an examination shall be eligible to take an examination only for the next highest rank above the nondiscretionary rank in which such sworn member holds status.

(Ord. No. 2009-44(09-O-1177), s; 1, 7-28-09; Ord. No. 2011-23(11-O-0939), § 1, 6-29-11; Ord. No. 2011-36(11-O-1141), § 3, 8-24-11)

Sec. 98-71. - Disqualification from examination process.

- (a) The police chief shall disqualify a sworn member from an examination process under this division when the police chief has determined that:
- (1) The application was not filed within the period specified by the examination announcement;
 - (2) The sworn member lacks the required length of continuous service at a lower rank necessary to be eligible to compete;
 - (3) The sworn member, after sufficient and proper notification, did not properly appear at the time and place designated for each part of the examination; or
 - (4) The sworn member has been suspended five or more days, whether consecutive or not, for violation of the rules and regulations of the department of police within 24 months of the last date for filing applications, and all administrative appeals relating to such suspension have been adjudicated.
- (b) Should the police chief disqualify a sworn member, written notification of the reasons for that action shall be given to the sworn member by the police chief no later than 30 days before the first competitive part is scheduled or five days before the next competitive part is scheduled in the case of disqualification under subsection (a)(3) of this section.

Sec. 98-72. - Merit and fitness of members.

All promotions to ranks covered by this division shall be made in accordance with the relative merit and fitness of the sworn members competing. Merit and fitness shall be ascertained by competitive examination. All examinations and examination parts shall be fair, impartial and developed in accordance with professional standards and legal guidelines and shall relate to those matters which will fairly test the relative capacities and fitness of the sworn members to discharge efficiently the duties of the rank to be filled.

Sec. 98-73. - Concealing identity of member taking examination.

The identity of every sworn member taking a written test under this division shall be concealed by the use of a numbered identification system. The identity of any candidate shall not be revealed until all written test papers have been scored and the minimum passing score set in accordance with this division. Any sworn member whose written test paper bears the member's name or any other identifying mark or any sworn member who reveals an identification number to the police chief or to any employee of the department of police shall be disqualified from further competition and shall be so notified.

Sec. 98-74. - Methods for rating results of examinations.

Appropriate scientific techniques, developed in accordance with professional testing standards, shall be used in rating the results of all examination parts and interpreting the relative ratings of the competitors under this division.

Sec. 98-75. - Effect of failure to pass all parts of examination.

Under this division, in order for the name of a sworn member to appear on an eligible list, the sworn member must pass each part of the examination. Each sworn member who fails to attain the minimum passing score on any part of the examination shall be considered to have failed the examination and shall not be eligible to compete in any further part of the examination or to attain a rank on the eligible list.

Sec. 98-76. - Establishment of minimum passing score on examination.

A professional in test development shall determine the minimum passing score on any written multiple-choice test used as part of an examination under this division. The determination will be based on appropriate scientific and professional procedures and will be reported to the police chief. The police chief shall approve the minimum passing score and shall do so before the identity of any competitor is known. The minimum passing score on formal, structured oral interviews or other separately scored assessment exercises shall be defined by the rating scale used.

Sec. 98-77. - Weighting parts of examination.

If the examination process under this division has more than one competitive part, the official announcement shall state the weight to be assigned to each part. The weights shall be stated as percentages, and the total weight of all parts of an examination process shall equal 100 percent. Each candidate passing all parts of the examination process shall have the final score computed in accordance with these weights and in accordance with appropriate scientific procedures, so that the stated weights are accurately reflected.

Sec. 98-78. - Order of names for eligible list.

Under this division, the order of names of passing candidates on the eligible list shall be determined by the final examination score computed as set forth in section 98-76. Final examination scores will be rounded off to three decimal places. If, thereafter, a tie still exists it will remain unbroken.

Sec. 98-79. - Notice of results of examination.

A sworn member who competes in any part of an examination under this division shall be given written notice of the results of each part and of the entire examination. The notice shall include the sworn member's score for each part, and, if the member passes, the member's rank on the eligible list shall be given after the eligible list is established. A sworn member who fails an examination part shall be notified of that fact, along with the score, before the next examination part is administered.

Sec. 98-80. - Maintenance and contents of active eligible list.

The police chief shall maintain an active eligible list for all ranks covered by this division. Each list shall contain the names of those candidates who passed the entire examination process and each such candidate's final examination score and rank on the eligible list. Eligible lists become effective on the date approved by the police chief.

Sec. 98-81. - Expiration of eligible list.

Eligible lists under this division, unless earlier exhausted, shall be in effect for 24 months from the date the list was approved by the police chief in accordance with section 98-79. Eligible lists shall not be extended beyond their expiration date, and all vacancies existing on the expiration date shall be filled from the eligible list; however, section 98-83(b) shall still apply. A new examination announcement, as provided for in section 98-67, will be published within a reasonable time after a list is exhausted as determined by the commissioner of human resources 180 days before the expiration of a list or after a list

is exhausted, which ever shall be earlier. When a new examination announcement has not been published following the expiration of a list, a written notice explaining the reasons for such failure to publish a new announcement shall be given to all members of the department of police, the mayor and the appropriate legislative oversight committee within 30 days after a list has expired.

(Ord. No. 2011-36(11-O-1141), § 4, 8-24-11)

Sec. 98-82. - Member's review of examination; appeal and correction of incorrect answers.

- (a) A sworn member of the department of police who competes in a written multiple choice test, as provided by this division, shall have the right to review a photocopy of the member's answer sheet, along with a copy of the written test booklet and a copy of the correct answer to each written test question. The review shall be held under the direct supervision of a professional in test development used by the police chief to administer the written test, and it shall be held as soon as practicable after the written test administration date, but, in any case, it shall occur within no more than ten days after the written test has been administered.
- (b) Sworn members will be allowed to appeal to the test developer, in writing, any answer to a written test question other than the one specified as being the correct answer. The professional developing the test shall consider all such appeals and, if it is deemed justified, make such necessary corrections to the scoring key before reporting the final written scores to the police chief. The testing professional shall be required to document the reasons for recommending any changes to the original scoring key, as well as the reasons for rejecting any appeal submitted by a sworn member.
- (c) The police chief may approve or disapprove the recommendations of the testing professional. If the police chief's action requires that the answer sheets be rescored, such rescoring will be done for all candidates by the professional test developer and reported back to the police chief before the identity of any candidate is made known to anyone. The police chief shall notify all candidates of both the professional test developer's recommendations regarding all appeals and the police chief's determination.
- (d) Because of the need to use written tests which have been professionally developed and validated in accordance with both professional standards and legal guidelines, all sworn members reviewing test papers are expressly forbidden from taking any test material, review material or any written notes from the review room. To the extent practicable, reference material used in developing the written test will be made available to members during the review period.

Sec. 98-83. - Certification of top five eligible members.

- (a) When a vacancy exists in a rank covered by this division, the police chief shall certify the names of the five members who stand highest on the eligible list. The names of all members who, after seniority is applied, still remain in an unbroken tie with the five highest members certified shall also be certified. If more than one vacancy exists, the police chief shall certify one additional sworn member for each additional vacancy, including all members in unbroken ties with the last additional member to be certified. The police chief may appoint any of the certified members as the police chief deems to be in the best interest of the department of police.
- (b) When the number of names remaining on an eligible list is less than five, the police chief may decline to make an appointment and may request that a new examination procedure be administered. If this occurs, the eligible list shall be considered exhausted in accordance with section 98-80, notwithstanding the fact that there are still vacancies in existence.

Sec. 98-84. - Removal from eligible list.

- (a) The police chief shall remove the name of a sworn member from an eligible list under this division due to any of the following reasons:
 - (1) Receipt of a written request from the sworn member.
 - (2) Refusal to accept a promotional appointment.
 - (3) Termination of the sworn member's employment with the department of police.
 - (4) Suspension of five or more days, whether it is consecutive or not, for a violation of the rules and regulations of the department of police.
 - (5) The discovery, after the eligible list has been established, that the sworn member would have been rejected under other sections of this division had the information so discovered been known before the eligible list was promulgated.
 - (6) Failure to complete the probationary period as provided in section 98-85
- (b) Whenever a sworn member's name is removed from an eligible list, written notice of such action and the reason for that action shall be given to the sworn member by the police chief within five days of the date the action is taken.
- (c) Removal from eligible lists established under this division is not appealable through the civil service board.

Sec. 98-85. - Probationary period.

- (a) Every promoted sworn member of the department of police shall serve a 12-month probationary period to be regarded as an integral noncompetitive part of the examination process.
- (b) A sworn member filling a discretionary rank at the time of promotion to a nondiscretionary rank, in accordance with this division, shall have the time successfully served in the discretionary rank count toward the required 12-month probationary period, provided such service was immediately prior to promotion to the nondiscretionary rank. Time successfully served in the discretionary rank after the date of promotion to the nondiscretionary rank shall also be credited as part of the 12-month probationary period required to attain status in the nondiscretionary rank.
- (c) The probationary period shall be utilized for closely observing how well a probationary employee performs the work and responsibility of the higher level rank and for securing the most accurate judgments as to whether or not the probationary employee's performance meets required work standards at the higher level rank. It shall be the duty of the police chief to issue administrative regulations governing the probationary evaluation process.
- (d) At least 30 days prior to the completion of the 12-month probationary period, the police chief shall determine whether or not the probationary employee should receive status in the higher rank. If the probationary employee is deemed to have passed the probationary period and is to be given status in the rank, the employee shall be notified of such decision no later than 15 days before the expiration of the 12-month probationary period.
- (e) At any time during the probationary period, the police chief may remove a promoted sworn member whose performance does not meet the required work standards and return that member to the rank in which the member has retained status. If such occurs, the police chief shall notify the member in writing that the probationary evaluation part of the examination has been failed and the reason for such failure. Such notification shall be given at least 15 days in advance of the date the action is to be official and in no case later than 15 days before the 12-month probationary period is to expire. Thereafter, the name of a sworn member who failed the probationary evaluation part of the examination shall be removed from the eligible list.

Secs. 98-86—98-105. - Reserved.

PART II

EXHIBIT D

BID SCHEDULE AND PRICING INFORMATION

Exhibit D BID SCHEDULE AND PRICING INFORMATION

The summary below reflects projected City costs (on a per test basis) for development, administering, and evaluation of promotional testing. The total per candidate price should be reflective of all personnel, administrative, shipping, and travel, study material, and other cost.

ITEM	COST
Cost Per Candidate	_____
Personnel	_____
Travel Expenses	_____
Shipping	_____
Study Material	_____
Site Fees	_____
Implementation Support	_____
Training and User Technical Documentation	_____
License	_____
Other (Attach separate detailed analysis)	_____
TOTAL PROPOSAL AMOUNT:	_____

Yes, I agree to honor the above-referenced Rates:

Print Name: _____
Official Title: _____
Signature: _____ **Date:** _____

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

*****END OF COST PROPOSAL *****

PART II
EXHIBIT E
SCOPE OF SERVICES

Exhibit A- Scope of Service for:

Lieutenants and Sergeants Promotional Testing on Behalf of APD

OBJECTIVE:

The City of Atlanta (the “City”) Department of Procurement (the “DOP”) on behalf of the Atlanta Police Department (the “APD”) is seeking proposals from qualified firms who specialize in Public Safety promotional testing. The Proponent shall be responsible for the development, oversight, scoring and analysis of all testing required for the Police Sergeant and Police Lieutenant promotional testing. The anticipated term of services shall be for six (6) years with the option to renew for six (6) additional years, at the sole discretion of the City.

BACKGROUND:

The APD is responsible for ensuring promotional testing is afforded to all qualified staff periodically. Generally, these opportunities are conducted every two (2) years on an as needed basis for the rank of Police Sergeant and Police Lieutenant. All testing opportunities shall adhere to APD policies, the Atlanta City Code Sections 114-227 through 114-245, with the relevant standards of the Commission on Accreditation for Law Enforcement Agencies and all other associated government regulations.

1.0 MINIMUM QUALIFICATIONS (required submittals outlined below):

Proponents must ensure that their proposal clearly outlines their ability to comply and adhere to all of the below-referenced minimum qualifications. Additionally, Proponents are required to provide previous work samples in the proposal submissions, in order to provide the APD with a clear understanding of your abilities for compliance with the minimum requirements.

1.1 Complete a Job Task Analysis: This should include identifying the technical and managerial knowledge, skills and abilities required to perform the essential functions for the Police Lieutenants and Sergeants position, and establish content validity for the written test. A description of the methodology for completing the job analysis survey shall be included. Upon completion of all testing, the Proponent will provide the APD with the job analysis and validity studies for this rank surveyed. The APD will be responsible for providing subject matter experts (“SMEs”) to assist in the process.

1.2 Test Development: A multiple choice written examination for the rank of Police Lieutenants and Sergeants to be administered and scored prior to the next process. The Proponent shall provide evidence and assurance of the ability to develop race and gender neutral, validated examinations (test and procedures). Additionally, the Proponent shall also be required to secure a space for conducting an onsite question challenge period. In order to provide the APD an idea of your abilities for complying with this requirement, a narrative sample of a multiple choice exam offered should be provided with your proposal. The Proponent must

Scope of Services

Lieutenants and Sergeants Promotional Testing on Behalf of APD

provide the complete written examination for review 30 days prior to the administering of the test.

1.3 Candidate Orientation and Preparation: To include classes that will cover study methods, a review of test logistics and general test content and a review of test taking strategies. The Proponent must be prepared to give the test preparation class so that it accommodates the APD shift schedules for a 24-hour operation. The Proponent must include a sample of previous prep courses offered and completely describe the content and length of the test preparation classes.

1.4 Administer exam: The Proponent will be responsible for booking and procuring suitable testing sites. Additionally, the Proponent's representatives will be on site to administer the written examinations. The Proponent's will ensure that the same testing number (only one provided) associated with the candidate stays with the candidate throughout the entire promotional testing process.

- ✓ The Proponent shall have adequate staff on site each day of the written examination to ensure proper administration and scoring of exercises; a Scantron machine must be on site to provide unofficial scoring of promotional tests before applicants are dismissed from testing site.
- ✓ The Proponent shall provide APD with a final list of written test scores and ranking within 7 to 10 business days upon the completion of the exam and appeal process through the proper posting on the Proponent's website for all candidates to review.
- ✓ The Proponent shall also be responsible for maintaining control, custody and security of the exams and for providing the appropriate number of copies of the exam, the delivery of the exam, grading of the exam, and defense of the correctness of questions contained in the exam.
- ✓ The Proponent shall be ready to deliver a sample of the written exam to APD's SMEs at least 30 days prior to administering the exam to ensure its compliance with APD's job description for Sergeants and Lieutenants ranks
- ✓ The Proponent shall be ready to administer the oral and written examination by December 31, 2015.

1.5 Feedback reports/Debriefing Candidates: The Proponent shall be responsible for providing the APD with individual feedback reports for each participating candidate, at the conclusion of each component of the examination to include the written phase. The Proponent must completely describe the data provided in their feedback reports. In order to provide the APD an idea of your abilities for complying with this requirement, a narrative sample for previous feedback reports offered should be provided with your proposal.

1.6 Appeal process: The Proponent will provide recommendations and subsequently prepare a detailed plan to describe the appeal process *for the written test only*. The candidates will be able to attend the appeal process the next day following the initial written examination. Any questions that *win* an appeal must have an explanation supporting the decision which will be provided to the candidates. In order to provide the APD with an idea of your abilities for complying with this requirement, a narrative sample for guidelines from a previous appeal process should be provided with your proposal. The Proponent will provide legal representation in the event of litigation.

1.7 Assessor Training: The Proponent is required to provide assessor training and must fully describe assessor training methods. The training is to be provided on-site (1-2) days prior to the beginning of the Oral Interview process. In order to provide the APD an idea of your abilities for complying with this requirement, a narrative sample for assessor training offered should be provided with your proposal.

1.8 Oral Interviews: The Proponent shall describe their method for conducting oral interviews and how candidates' performances are recorded. The oral interviews must be work related and provide a demonstration of knowledge, skills, abilities and behaviors determined to be essential for success as a Police Lieutenant and Sergeant. The Proponent will be responsible for securing the oral interview testing site. The Proponent will be responsible for identifying suitable assessors for the testing process. Proponents will design a scoring process for the oral interviews that can be readily explained to the candidates. The oral interview panels will consist of (3-4) scenarios based on the APD policies, City of Atlanta ("City") Ordinances, and other relevant material. In order to provide the APD with an idea of your abilities for complying with this requirement, a narrative sample for oral interviews managed should be provided with your proposal. The APD must approve the Oral Interview questions prior to testing.

- ✓ The Proponent shall have adequate staff on site each day of the oral interview examination to ensure proper administration and scoring of exercises.
- ✓ Upon completion of the Oral Interview the Proponent shall provide the rating sheet for each candidate to the APD testing administrators.
- ✓ The Proponent shall also be responsible for securing the venue for oral interviews and Oral Exam Board Personnel; ensuring that each panel consist of at least 3 members throughout the entire oral interview process.

1.9 Final Promotional Exam Rankings: Proponents will provide the APD with the final rankings of the written and oral interview combined for each candidate within 7-10 business days of the completion of all tests. The Proponent will then post the final ranking order of candidates *by ID number only* on their website for review during the same aforementioned timeframe. The Proponent will send an official letter to the APD explaining test takers results. APD will deliver the correspondence to the test takers.

1.10 Submit Final Report to Agency: The final technical report must be submitted by the Proponent, which will include the results of the job analysis, the linking of the job analysis to the examination, an analysis of employee performance on the examination, an analysis of response by questions (for the written exam, if applicable), the process by which scores and weights were validated, and other relevant test data. In order to provide the APD with an idea of your abilities for complying with this requirement, a narrative sample from previous technical reports should be provided with your proposal.

The Proponent shall also be responsible for developing schedules to ensure the best use of resources and to contain costs. Exception to the delivery time requirements may be addressed by taking exception to that section and proposing alternate dates; however, additional consideration will be afforded to those Proponents capable of meeting those dates.

1.11 Legal Challenge: The Proponent shall adhere to City Codes for Promotion Policy, CALEA, and other legal and professional guidelines during the promotional process and provide representation and/or consultation during administrative or legal challenges to the written and oral exams.

END OF SCOPE OF SERVICES

Part II
EXHIBIT F
DRAWINGS
(NOT APPLICABLE)

PART II
EXHIBIT G
ADDITIONAL REQUIRED SUBMITTALS
(NOT APPLICABLE)

APPENDIX A
OCC REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

March 25, 2015

**RE: Project No.: FC- 8101, Lieutenants and Sergeants Promotional Testing on Behalf of
APD**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 61- Educational Support Services" from the browse-able drop down field.

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

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

Table of Contents

Policy Statement.....	1
Implementation of EBO Policy.....	2
Determination of Good Faith Efforts During Bid Process.....	2
OCC Review of Bidder Submissions.....	3
Small Business Enterprise Program Bid/RFP Submittals.....	4
Monitoring of SBE Policy.....	4
Implementation of EEO Policy.....	4
Monitoring of EEO Policy.....	4
First Source Jobs Program Policy Statement.....	5
Small Business Enterprise Goals for this Project.....	6
Small Business Enterprise Program Reminders.....	7
Covenant of Non-Discrimination (SBE1).....	8
Subcontractor Contact Form (SBE2).....	9 - 10
Subcontractor Utilization Form (SBE3).....	11
First Source Job Information (Form 4).....	12
First Source Jobs Agreement (Form 5).....	13

CITY OF ATLANTA

SMALL BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

First Source Jobs Program Policy Statement

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

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

Small Business Enterprise Goals for this Project

Project No.: FC-8101, Lieutenants and Sergeants Promotional Testing on Behalf of APD

The Small Business Enterprise goals for the trade categories listed in this project are:

35.00% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1. **Subcontractor Certification.** It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUB Zone firm.
2. **Reporting.** The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **SBE Ordinance.** The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

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

This _____ day of _____, 201__.

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

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

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

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

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

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

Contractor

FORM 5

EXHIBIT B
INSURANCE REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8101, Sergeants and Lt. Testing

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

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

- i) Best's Rating not less than A-
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

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

7. Project Number & Name

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

8. Additional Insured Endorsements – Form CG 20 10 (11/85) or its equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**
Employer's Liability:

Bodily Injury by Accident/Disease **\$500,000 each accident**
Bodily Injury by Accident/Disease **\$500,000 each employee**
Bodily Injury by Accident/Disease **\$500,000 policy limit**

C. Commercial General Liability Insurance

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

- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

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

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

J. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.