

**INVITATION TO BID
FOR
FC-8688, CLEANING SEWAGE SPILLS INSIDE
DWELLINGS**



City of Atlanta

**Jo Ann J. Macrina, P.E.
Commissioner
Department of Watershed Management**

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
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, CPPC,
CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

February 17, 2016

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-8688, Annual Contract for Clean-up Services for Sewage Spills inside Dwelling**. The City is soliciting bids from qualified firms to provide clean-up services inside dwellings affected by sewage spills and water system failure for the Department of Watershed Management, to include cleaning, disinfecting, deodorizing, removal and placement of furniture, sheetrock, etc., and disposal of objects damaged by incidents.

A **Pre-bid Conference** will be held on **Tuesday, February 24th, at 11:00 A.M. EST**, at 55 Trinity Avenue, S.W., in Suite 1900 (1ST Floor), City Hall South, Atlanta, Georgia 30303. 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 Department of Watershed Management, Office of Contract Compliance, the Ethics Office and Risk Management available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Bid conference is strongly encouraged.

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 are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Friday, February 26, 2016, by 2:00 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., Friday, March 11, 2016**.

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

Bids will be publicly opened and read at 2:00 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-8688, Annual Contract for Clean-up Services for Sewage Spills inside Dwelling

February 17, 2016

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 Jesse Wilson, Contracting Officer, at jewilson@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

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 per package, beginning on Wednesday, February 17, 2016. All purchased solicitation documents include a solicitation package; scope of work booklet and full size drawings.

If you have any questions regarding this project, please contact Jesse Wilson, Contracting Officer, at 404-865-8736 or by email at jewilson@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at 404-330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all 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 black ink, appearing to read "Adam L. Smith". The signature is written in a cursive style with some loops and flourishes.

Adam L. Smith

FC-8866, Cleaning Sewage Spills Inside Dwellings (Annual Contract)

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Invitation to Bid	
	PART I:	
	Section 1 - Instructions to Bidders	
1.	Solicitation/Not an Offer	1
2.	Receipt and Opening of Bids	1
3.	Preparation of Bids	2
4.	Georgia Utility Contractor's License	2
5.	How to Submit Bids	2
6.	Execution of Bidding Documents	3
7.	Failure to Bid	4
8.	Errors in Bids	4
9.	Disqualification of Bidders	4
10.	Rejection of Bids	5
11.	Failure to Perform	5
12.	Bid Schedule	5
13.	Bid Guarantee	5
14.	Statement of Bidders Qualifications	6
15.	Affidavit	6
16.	Equal Business Opportunity Program	7
17.	Authorization to Transact Business	7
18.	Business Non-Discrimination Policy	7
19.	Equal Employment Opportunity in Purchasing and Contracting	7
20.	Contract Employment Report	7
21.	First Source Jobs Policy Employment Agreement	7
22.	Bid Form; Bid Data; Checklist	8
23.	Wage Rates of City of Atlanta Funded Construction Projects	8
24.	Pre-Bid Inspection	8
25.	Addenda and Interpretations	8
26.	Prohibited Contacts	8
27.	Pre-Bid Conference	9
28.	Time for Receiving Bids	9
29.	Bid Modification and Withdrawal	9
30.	Bid Evaluation	10
31.	Award Criteria	11
32.	Surety Bonds	12
33.	Power of Attorney	13
34.	Insurance Requirements	13
35.	Laws and Regulations	13
36.	Agreement Terms	13
37.	Liquidated Damages	14

38.	Execution of Agreement	14
39.	Pre-Construction Conference	14
40.	Substitutions	14
41.	Illegal Immigration Reform and Enforcement Act	16

Section 2 – Required Submittal Forms

- Form 1; Illegal Immigration Reform and Enforcement Act Forms
- Form 2; Contractor Disclosure Form
- Form 3; Bid Bond
- Form 4.1; Certification of Insurance Ability
- Form 4.2; Certification of Bonding Ability
- Form 5; Acknowledgment of Addenda
- Form 6; Bidder’s Contact Directory
- Form 7; Reference List
- Form 8; Required Submittal Checklist

Bidder’s Qualifications

- Statement of Bidder’s Qualifications
- Form A; Company Project Experience
- Form B; Project Manager’s Experience
- Form C; Project Superintendent’s Experience
- Form D; Safety Coordinator’s Experience
- Form E; Public Information Officer’s Experience
- Form F; Traffic Control Manager’

PART II

Draft Annual Agreement

Exhibit A – General Scope of Services

Exhibit A.1 – Compensation and Fee Schedule

Exhibit A.2 – Draft Task Order Form

Exhibit B – Definitions

Exhibit C – Legislation

Exhibit D – City Security Policies

Exhibit E – Dispute Resolution

Appendix A - Requirements of the Office of Contract Compliance

Appendix B – Insurance and Bonding Requirements

Appendix C - Local Bidder Preference Program

PART I

Section 1 – Instructions to Bidders

FC – 8688, Cleaning Sewage Spills Inside Dwellings (Annual Contract)

INSTRUCTIONS TO BIDDERS

1. SOLICITATION/NOT AN OFFER

This solicitation does not constitute an offer by the City of Atlanta (the “City”) to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with the City. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with the City.

This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City.

This solicitation is an invitation for the Bidder to make an offer to the City in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the City to any contractual Agreement until such time as the Agreement has first been awarded by the City to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of the City designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, including all ordinances of the City and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN EXCEPT AS AUTHORIZED IN THE CODE OF ORDINANCES OF THE CITY OF ATLANTA.

Your response to this solicitation is a firm offer, which the City may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by the City will form an Agreement, which is enforceable against you. **Your offer may not be withdrawn except under the terms and conditions specified in the Procurement and Real Estate Code of the City of Atlanta as codified in Part 5, Chapter 5 of the Code of Ordinances of the City of Atlanta or OCGA 36-91-52.**

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for **FC-8688, Cleaning Sewage Inside Dwellings (Annual Contract)** will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303, **no later than 2:00 P.M., EST**, (as verified by the Bureau of National Standards), on **Friday, March 11, 2016**.

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

All Bids received by the time and date established above will be opened and publicly read.

3. **PREPARATION OF BIDS**

All Bids must be submitted on bid document forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of Work affecting the item to which such amount relates.

The City may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid.

4. **GEORGIA UTILITY CONTRACTOR'S LICENSE (NOT APPLICABLE)**

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A Utility Contractor's License number held by a Subcontractor or issued by another state does NOT fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit the certificate included in Exhibit D, Additional Contract Documents.

5. **HOW TO SUBMIT BIDS**

The Bid and required submittals, including the Bid Schedule, the Bid Documentation, the Bid Form, the acknowledgment of each Addendum, the Bid Bond Guarantee, the Power of Attorney for the attorney-in-fact signing the Bid Guarantee, the Affidavit, Office of Contract Compliance forms/certificates, and other documents as required in these Agreement documents may be photocopied for submission of Bids. **Submit (1) original**

and seven (7) copies of the Bid and required attachments. In addition to the hard copy submittals, each Bidder shall submit two (2) digital versions of its Bid in Adobe Portable Document Format (PDF) on Compact Discs (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) should be a redacted version of your hard copy Bid. Please refer to the Georgia Open Records Act (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

The City assumes no liability for differences in information contained in a Bidder's printed Bid 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.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name and numbers, name of Bidder and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM,
CPP, CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, GA 30303-0307

6. EXECUTION OF BIDDING DOCUMENTS

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

- a. If the Bidder is a corporation, all documents requiring execution by the Bidder shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.
- b. If the Bidder is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.
- c. If the Bidder is an individual doing business under a trade name, all documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.

- d. If the Bidder is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.
- e. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, or d of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. FAILURE TO BID

Your failure to respond to this Invitation to Bid may result in the removal of your company from the City's Bid list.

8. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

9. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion, the City adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;

- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- g. Uncompleted Work for which the Bidder is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Bidder; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

10. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of Bids.

11. FAILURE TO PERFORM

If for any reason the Contractor fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the City reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

12. BID SCHEDULE (REQUIRED SUBMITTAL)

Unit prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

13. BID GUARANTEE (REQUIRED SUBMITTAL)

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. Bidders offering alternative Bids shall provide a guaranty for the largest total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of the City or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by

the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within three (3) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails within the time stipulated to execute the Agreement and to furnish the other documents required, the City will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

14. STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED SUBMITTAL)

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

The cause for rejection shall include:

- a. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;
- b. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;
- c. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or
- d. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

15. AFFIDAVIT (REQUIRED SUBMITTAL)

Affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in this affidavit may be grounds for rejection of Bid, or termination of Agreement by the City, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

16. EQUAL BUSINESS OPPORTUNITY PROGRAM (REQUIRED SUBMITTAL)

The Bidder shall complete the Equal Business Opportunity (“EBO”) Program documents in accordance with the instructions included in Appendix A, Requirements of the Office of Contract Compliance and shall properly execute the documents.

A determination by the City that misstatements have been made by the Bidder in this document shall cause rejection of Bid or termination of Agreement, as appropriate and shall be grounds for other remedies available under City ordinances, and state or federal statutes.

17. AUTHORIZATION TO TRANSACT BUSINESS (REQUIRED SUBMITTAL)

Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

18. BUSINESS NON-DISCRIMINATION POLICY

The City prefers to do business with firms or institutions that include representation of minorities and women at all levels.

19. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder(s) must certify and fully comply with the requirements, terms, and conditions of the section on EEO.

20. CONTRACT EMPLOYMENT REPORT

Upon award of an Agreement with the City, the successful Bidder must submit a Contract Employment Report (“CER”) and supplemental information as required to comply with the paragraph, “Monitoring of EEO Policy, Requirements of the Office of Contract Compliance”.

21. FIRST SOURCE JOBS POLICY EMPLOYMENT AGREEMENT (REQUIRED SUBMITTAL LOCATED IN APPENDIX A)

The Bidder shall acknowledge and implement the First Source Jobs Policy.

22. BID FORM; BID DATA; CHECKLIST (REQUIRED SUBMITTALS)

The Bidder must complete and execute these sections of the Bidding documents.

23. WAGE RATES OF CITY OF ATLANTA FUNDED CONSTRUCTION PROJECTS

Contractor is Responsible for all Federal and State government wage requirements.

24. PRE-BID INSPECTION (NOT APPLICABLE)

The Bidder shall make itself familiar with all of the Agreement documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

25. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to: Lloyd A. Richardson, Contracting Officer, City of Atlanta, Department of Procurement, 55 Trinity Avenue, S.W. Suite 1900, Atlanta, Georgia 30303, or faxed to (404) 865-8504 or emailed to jewilson@atlantaga.gov, and must be received by **Friday, February 26, 2016 at 2:00 P.M. EST**. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents, and when issued, will be on file in the Department of Procurement. In addition, all addenda will be mailed to each person holding Bidding Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The City shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than **2:00 P.M. EST on Friday, February 26, 2016**.

26. PROHIBITED CONTACTS

Any questions regarding this ITB should be submitted in writing to City's contact person, **Jesse Wilson**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307 or e-mail jewilson@atlantaga.gov. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City

employees or any third-party representatives of 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.

27. **PRE-BID CONFERENCE**

A Pre-bid Conference will be held on **Wednesday, February 24, 2016, at 11:00 A.M. EST**, in Suite 1900, Department of Procurement, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303. At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. It is **strongly** encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. **Oral answers to questions during the Pre-bid Conference will not be authoritative.**

It should be emphasized that nothing stated or discussed during the course of this Conference or the Site Visit shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

28. **TIME FOR RECEIVING BIDS**

Sealed Bids for this project will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, GA 30303, no later than 2:00 P.M. EST, (as verified by the Bureau of National Standards) on **Friday March 11, 2016. ABSOLUTELY NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. EST ON THE RESPECTIVE DATE.** All Bids received by the time and date set forth will be opened publicly and read at **2:01 P.M. EST** in the Department of Procurement Bid Conference Room, Suite 1900, at the aforementioned address.

Bids received prior to the advertised hour of opening will be kept secured and sealed. The contracting officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

29. **BID MODIFICATION AND WITHDRAWAL**

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the City no

later than the Bid opening time and date. Modifications should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the City until the sealed Bid is opened.

Bids may be withdrawn after they have been submitted, but only before the Bid opening date and time. Withdrawn bids may be resubmitted, but only in the manner in which the Bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn between the Bid opening time and one hundred and eighty (180) calendar days thereafter, except as may be agreed upon by a written agreement between the Bidder and the City.

30. BID EVALUATION

- a. Each Bid timely received and in the City's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of *one hundred eighty (180) calendar days* after the Bid opening and will not be withdrawn or modified during that time. The City may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the City and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the City will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, Local Preference Program, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The City reserves the right to disapprove any proposed Subcontractor or equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The City reserves the right to reject any Bid where any bid price(s) appears to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. Where only a single responsible and responsive Bid is received, the City may in its sole discretion, elect to

conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the City's discretion and not dependent upon performance of a price or cost analysis.

- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the City, in its sole discretion, that the bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the City reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The City intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the City reserves the right to reject any and/or all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

31. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- 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 Bidders;
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 compliance of the Bidder with the requirements of Division II, Equal Employment Opportunity (EEO), and Division 12, Minority and Female Business Enterprises, of the City's Department of Procurement;
8. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
9. 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.

32. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

33. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

34. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

35. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

- a. Wages under this Agreement must not be less than the minimum wage rates specified for Atlanta-funded projects as set forth in these documents;
- b. Applicable provisions of the Occupational Safety and Health Act ("OSHA") must be observed during Work under this Agreement; and
- c. Appendix A – Requirements of the Office of Contract Compliance.

36. AGREEMENT TERMS

The terms of this Agreement shall be for a period of two (2) years with the option to renew for three (3) additional one (1) year periods.

37. LIQUIDATED DAMAGES

The performance of the Work under Agreement within the specified time is essential to the City's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule.

38. EXECUTION OF AGREEMENT

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City **seven (7) copies** of the City-Contractor Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance certificates. The failure of the successful Bidder to execute the City-Contractor Agreement and to supply the required bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the City may either award the Agreement to the next lowest responsive Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

39. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder(s) and all known Subcontractors at a time and place set by the City.

40. SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Whenever the design is based on a specific product of a particular manufacturer or manufacturers, the manufacturer(s) will be shown on the Drawings and/or listed in the Specifications. Any item other than those so designated shall be considered a substitution.

If the manufacturer is named in the Drawings and/or detailed specifications as an approved manufacturer, products of that manufacturer meeting all Specification requirements are acceptable.

Approval of any substitution will be made under the following provisions:

- a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:
 1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;
 2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;
 3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;
 4. A list of existing installations of equipment similar in type and size;
 5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;
 6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;
 7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;
 8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
 9. All other information necessary to fully evaluate the product for consideration.
- b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

NOTE: Bids based on equipment, which has not received the approval of the Engineer, will render the Bidder as non-responsive and cause rejection of the Bid.

- c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Engineer in accordance with General Condition 28.

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder shall include in his bid the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

41. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Each Bidder must complete and submit a Contractor's Affidavit attached hereto as Form 1; Illegal Immigration Reform and Enforcement Act Forms with its bid. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "ACT"). Pursuant to the Act, the Bidder must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a complete Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders/proponents 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>.

+++ END OF INSTRUCTIONS TO BIDDERS +++

PART I

Section 2 – Required Submittals

REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO 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 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: FC-8688, Cleaning Sewage Spills Inside Dwellings

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: FC-8688, Cleaning Sewage Spills Inside Dwellings

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

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

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

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

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

A. Basic Information:

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

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

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

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

No

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (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.

START HERE

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

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 Affidavit (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 Affidavit (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 Bidders 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 or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

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

Confidentiality . Details of the 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 or Proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name), as the
_____ (title) of _____ (entity or partnership name)
this ____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

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

(FORM 3)

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-8688, Cleaning Sewage Spills Inside Dwellings**, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia for **PROJECT NUMBER FC-8688, Cleaning Sewage Spills Inside Dwellings** _____, a Bid;

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 OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the OBLIGEE, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the 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.

PLEASE NOTE: If this Form 3 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Authority evidencing such authority in addition to correctly completing this Form 3.

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:

(\$ _____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL'S Bid amount for PROJECT NUMBER FC-_____;
_____. 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 4.1)

Certification of Insurance Ability Instructions:

Bidders **MUST** submit a completed copy of this form executed by their insurance company. Failure to submit completed form will result in the Bidder being deemed non-responsive.

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

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8688, Cleaning Sewage Spills Inside Dwellings** : _____ ("Project") and its corresponding Appendix B for Insurance and Bonding Requirements;
- (c) Insurer certifies that if, as of the date written above, _____ ("Bidder") was selected as the successful Bidder for the Project, Insurer would provide insurance to Bidder for this Project in accordance with the terms set forth in the corresponding Appendix B for Insurance Requirements; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Bidder is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

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

Insurer: [insert company name on line provided below]

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Bidders **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form will result in the Bidder being deemed non-responsive.

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

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number - FC-8688, Cleaning Sewage Spills Inside Dwellings : _____ ("Project") and its corresponding **Appendix B for Insurance and Bonding Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ ("Bidder") was selected as the successful Bidder for the Project, Surety would provide bonding to Bidder for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and
- (d) **Surety only:** The Surety states that Bidder'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 Bidder or that Bidder will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Bidder is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

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

Surety: [insert company name on line provided below]

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

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-8688, Cleaning Sewage Spills Inside Dwellings:

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 (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder's Key Personnel (as appropriate) as listed on Form F.

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-referencèd checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Bid, signed and dated, and seven (7) 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.

	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>Part I, Section 2 – 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"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act Forms <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Bid Bond <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgment of Addenda <input type="checkbox"/> Form 6; Bidder's Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Required Submittal Checklist <input type="checkbox"/> Statement of Bidder's Qualifications <input type="checkbox"/> Form A; Company Project Experience <input type="checkbox"/> Form B; Project Manager's Experience <input type="checkbox"/> Form C; Project Superintendent's Experience <input type="checkbox"/> Form D; Safety Coordinator's Experience <input type="checkbox"/> Form E; Public Information Officer's Experience <input type="checkbox"/> Form F; Traffic Control Manager Experience <input type="checkbox"/> Appendix A; Requirements of the Office of Contract Compliance <input type="checkbox"/> Appendix B; Insurance and Bond Requirements 	()
4	<p>Bidder's Official Company Name:</p> <p>Company Physical Address:</p>	
5	<p>President/Vice President/Owner Name: _____</p> <p>Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	
6	<p>Primary Point-of-Contact Concerning ITB: _____</p> <p>Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	

Statement of Bidder's Qualifications

STATEMENT OF BIDDER'S QUALIFICATIONS

This Statement is to accompany bids submitted for this project. **Bidders must meet the minimum qualification criteria set forth under items 5 through 12 of this section, must provide the organization chart as set forth under item 6 of this section and must complete the project experience forms for qualifying projects to be deemed a "Responsible and Responsive Bidder"**.

1. NAME OF BIDDER: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture.

a. If submitting as a prime, the prime Contractor must have successfully managed and completed at least two (2) sewage spills inside dwelling cleaning contracts in the past five (5) years. The contract must have consisted of inside dwelling cleaning and meet the requirements that are referenced inside the scope of work. Specific requirements must meet the Occupational Health and Safety Administration, Environmental Protection Department/Environmental Protection Agency (OSHA/EPD/EPA) guidelines for inside dwellings cleaning. The Contractor must adhere to the American National Standards Institute's Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC), S500 Water Restoration Standard and the ANSI/IICRC S520 Standard for Mold Remediation.

b. If submitting as a joint venture, the joint venture must have successfully managed and completed at least one (1) sewage spill inside dwelling cleaning contract in the past five (5) years. The contract must have consisted of inside dwelling cleaning and meet the requirements that are referenced inside the scope of work. Specific requirements must meet the Environmental Protection Department/Environmental Protection Agency (EPD/EPA) guidelines for inside dwellings cleaning. The Contractor must adhere to the American National Standards Institute's Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC), S500 Water Restoration Standard and the ANSI/IICRC S520 Standard for Mold Remediation.

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

6. Provide the following information for the organization proposed for this project:

Organizational chart. Organizational chart shall include the names of the following personnel:

- (1) Project Manager
- (2) Project Superintendent
- (3) Project Safety Coordinator
- (4) Public Information Officer
- (5) Traffic Control Manager

- b. The above indicated individuals shall not be changed without written approval of the Watershed Department's Representative(s) for this contract.
 - c. Indicate the participation by the various members in the organization, as shown on the organizational chart; in the management; and in the division of work. If a joint venture, indicate percent of project cost to be performed by each joint venture member.
7. Using the forms provided in this Section, provide information for key project personnel including Project Manager, Project Superintendent, Project Safety Coordinator, Public Information Officer and Traffic Control Manager.
- a. Project Manager must have successfully managed and completed at least two (2) sewage spills inside dwelling cleaning contract in the past five (5) years. The contract must have consisted of inside dwelling cleaning and meet the requirements that are referenced inside the scope of work. Specific requirements must meet the Environmental Protection Department/Environmental Protection Agency (EPD/EPA) guidelines for inside dwellings cleaning.
 - b. Project Superintendent must have successfully managed and completed at least two (2) sewage spills inside dwelling cleaning contract in the past five (5) years. The contract must have consisted of inside dwelling cleaning and meet the requirements that are referenced inside the scope of work. Specific requirements must meet the Environmental Protection Department/Environmental Protection Agency (EPD/EPA) guidelines for inside dwellings cleaning.
 - c. Project Safety Coordinator, Public Information Officer and Traffic Control Manager must have each worked on at least one (1) sewage spill inside dwelling cleaning contract in the past five (5) years. The contract must have consisted of inside dwelling cleaning and meet the requirements that are referenced inside the scope of work. Specific requirements must meet the Environmental Protection Department/Environmental Protection Agency (EPD/EPA) guidelines for inside dwellings cleaning.

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

- d. Project Safety Coordinator must also meet the following requirements:
- (1) Four year Bachelor's degree and five years of construction loss control or construction safety experience, and deemed competent on OSHA/EPD/EPA regulations and requirements; OR
 - (2) Ten years of construction loss control or construction safety experience, AND
 - (3) Current certifications as listed below in (a), (b), (c), and (d):
 - (a) OSHA 510 or equivalent 30 hours of construction safety training.
 - Trenching and Excavation (Standards – 29 CFR – 1926.651)
 - Confined space Entry (Standards – 29 CFR – 1910.146 App. E), AND
 - (b) Traffic Control/flagging (Certified GDOT flagger), AND
 - (c) First Aid/CPR/AED (Standards – 29 CFR – 1910.266 (App. B))
 - (d) Deemed competent on OSHA/EPD/EAP regulations and requirements
- e. Public Information Officer (PIO) must also meet the following requirements:
- (1) PIO must have had the responsibilities of receiving, logging, tracking, responding and resolving customer/citizen complaints and claims, providing notices to and personal interaction with affected customers/citizens regarding project impact and projected work schedules of the Contractor, reviewing project schedules and “look-ahead” to determine projected areas of impact from the Work.
 - (2) PIO must have a minimum of one year of experience in performing this type of work on similar projects.
8. The Contractor must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled “CONTRACTOR SAFETY RECORD FORM”.
9. The Contractor's Worker's Compensation Rating (EMR - Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.
- a. Contractor's Worker's Compensation Rating (EMR - Experience Modification Rate): _____
10. The Contractor's workplace injury and illness incidence rates for the past year must not exceed the rates published by the U.S. Department of Labor, Bureau of Labor Statistics in October, 2008. (i.e. Total Recordable Case (TRC) Rate of 5.4 and Days Away From Work (DAFW) Rate of 1.9 per NAICS definition and calculation).

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

- a. Contractor's Total Recordable Incidence Rate: _____
- b. Contractor's Days Away From Work Incidence Rate: _____
11. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA/EPD/EPA for a "Willful" Violation in performing the work in which the fatality occurred, the Contractor will be disqualified based on the City's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA/EPD/EPA citation or failure to implement a corrective action plan.
- a. Fatalities during the last five years where Contractor was cited by OSHA for "Willful" Violation: _____
- b. Fatalities during the last five years where the proposed Project Manager was cited by OSHA/EPD/EPA for "Willful" Violation: _____
12. Have there been any incidents during the last five (5) years on water or sewer projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in failing to meet NPDES Discharge Permit requirements due to the actions of the Contractor or proposed Project Manager or Project Superintendent? The Contractor may be disqualified based on the City's review.
- Yes _____ No _____

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, 2013

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

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

NOTARY PUBLIC
My Commission Expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Reason for Cost Increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

Complete form AND Attach Resume

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT MANAGER'S EXPERIENCE

NAME: _____

Project Name	
Project Location	
Contractor	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Reason for Cost increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

Complete form AND Attach Resume

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT SUPERINTENDENT'S EXPERIENCE

NAME: _____

Project Name	
Project Location	
Contractor	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Reason for Cost Increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

Complete form AND Attach Resume

STATEMENT OF BIDDER'S QUALIFICATIONS

SAFETY COORDINATOR'S EXPERIENCE

NAME: _____

Project Name	
Project Location	
Contractor	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed:
Description of Project Safety Activities	

Complete form AND Attach Resume

STATEMENT OF BIDDER'S QUALIFICATIONS

PUBLIC INFORMATION OFFICER'S EXPERIENCE

NAME: _____

Project Name	
Project Location	
Contractor	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed:
Description of Project Public Information Activities	

Complete form AND Attach Resume

Contractor Safety Record Form

(Complete Form Only For Projects That Meet Minimum Criteria)

Safety Program Information

A. Do you have a written safety program?

Yes (If yes, attach outline) No

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

1. Health and safety training of its subcontractors?

Yes No

2. Documentation of health and safety training required?

Yes No

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

Yes No

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

Yes (If yes, attach explanation) No

5. "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes (If yes, attach explanation) No

6. "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

Yes No (If yes, attach explanation)

C. Equipment Maintenance Program for the following:

1. Miscellaneous construction tools and equipment Yes No

2. Ladders Yes No

3. Scaffolds Yes No

4. Heavy Equipment Yes No

5. Vehicles Yes No

STATEMENT OF BIDDER'S QUALIFICATIONS

TRAFFIC CONTROL MANAGER'S EXPERIENCE

NAME: _____

Project Name	
Project Location	
Contractor	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Sewage Spills Inside Dwellings Cleaning Projects	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed:
Description of Project Traffic Control Activities	

Complete form AND Attach Resume

PART II

MASTER SERVICES AGREEMENT; CONTRACT NO. FC-8688, Cleaning Sewage Spills

Inside Dwellings (Annual Contract)

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

Contract Name:	Contract No. FC-8688, Cleaning Sewage Spills Inside Dwellings (Annual Contract)
Service Provider	City of Atlanta
Name:	Using Agency: Department of Watershed Management
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached and further described on task orders (individually, a "Task Order" and, collectively, the "Task Orders") that may be executed and attached collectively as **Exhibit A.2** from time to time. Service Provider shall not provide any services except as specifically provided in a Task Order.

1.2 The total amount of payments by City under this Agreement shall not exceed \$ _____ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Service Provider of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount"). In addition, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

1.3 Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by the City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for services for which charges are established in this Agreement. Service Provider shall promptly proceed with the services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order

containing all the necessary terms and executed by Service Provider. Task Orders may be issued or executed during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be issued or executed under this Agreement subsequent to the expiration or termination of the Term.

1.4 City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

2. **Term.**

2.1 Initial Term. The initial term of this Agreement will be 2 years. 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 in its sole discretion to renew this Agreement for [3] additional one-year terms according to the following procedure:

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

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

3. **Interpretation.**

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

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

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation

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

4. Exhibit A.2 - Task Orders
5. Exhibit B - Definitions
6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements
9. Appendix B - Insurance and Bonding Requirements
10. Additional Contract Documents

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

5. **Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in 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.

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.).

5.3.2 Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:

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

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

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

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

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

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

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment

Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

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

6. Service Provider's Obligations

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

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

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

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later 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.

6.5 Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Service Provider will not enter into any agreement with nor delegate 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, 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 of any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

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

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

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

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

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

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

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

7. **City's Authorized Representative.**

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

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

8. **Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on **Exhibit A.1 Compensation.**

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Service Provider shall invoice City monthly for Services rendered.

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

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

8.5 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 in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

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

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

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

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Service Provider warrants to City that:

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

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

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

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

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

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

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

11. Confidential Information.

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

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

the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

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

12.2 If any of the Work Product is determined not to be a work made for hire, 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 derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

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

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions

of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

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

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

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

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

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

14. Indemnification by Service Provider.

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

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

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

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

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

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

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

15. Limitation of Liability.

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

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

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

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

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement or any Task Order:

- (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.

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

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

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

18.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.

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

19. Dispute Resolution

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

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

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

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 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.

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

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

20.4 Amendment of City Security Policies. City may amend or replace **Exhibit D** from time to time upon thirty (30) days prior written notice to Service Provider.

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

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

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

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

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

20.10 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as

partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

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

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

20.13 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.

20.14 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:

Corporate signature:

[Insert Corporate Name]

Mayor

By: _____

Name: _____

Municipal Clerk (Seal)

Title: _____

Approved:

Corporate Secretary/Assistant Secretary (Seal)

Department of Watershed Management

Limited Liability Company:

Chief Procurement Officer

[Insert LLC Name]

Approved as to form:

By: _____

City Attorney

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT A
SCOPE OF SERVICES

Scope of Service

CONTRACT FOR CLEAN-UP SERVICES FOR SEWAGE SPILLS INSIDE DWELLINGS

3.1 BACKGROUND

The Environmental Protection Department/Environmental Protection Agency ("EPD/EPA") requires the City to disinfect the sewage spill area for public spills. Private spills are the responsibility of the owner of private property. Spills occurring inside private dwellings due to failures in the City's public sewer main should be disinfected and sanitized by the City.

The City's Collection and Transmission System Maintenance Management System Plan that was approved by the EPD/EPA and the Justice Department via the Consent Decree requires the following:

1. Streets and creeks require flushing to remove sewage/debris and possibly the use of HTH (Chlorine);
2. The use of jet/vac combination truck to remove sewage and debris after a sewer overflow; and
3. Disinfection and sanitizing of areas where sewage overflow has occurred. These procedures require the use of activated lime or HTH (Chlorine).

SCOPE OF SERVICE

FC-8688, Sewage Clean-Up Services for Sewage Spills Inside Dwellings (Annual Contract)

Contractor will provide clean-up services inside dwellings affected by sewage spills for the Department of Watershed Management/Bureau of Operations. The Contractor will provide clean-up services on an as needed basis for two (2) years with three (3), one (1) year renewal options at the sole discretion of the City.

Work will involve cleaning, disinfecting, deodorizing, removal and placement of furniture, removal and replacement of sheetrock and disposal of objects damaged by sewage spills. This scope excludes dismantling of walls, removal of molding, paneling or any other permanent structures to the dwelling.

The average affected area requiring remediation per dwelling is typically One Thousand (1000) square feet and approximately One Hundred (100) Dwellings. The estimated total square footage for this contract is One Hundred Thousand (100,000) feet. Your bid should be based on these assumptions.

The Contractor should abide by the following City requirements for this project:

1. Contractor must be available with twenty-four (24) hour service Monday through Sunday, including holidays. Contractor must be on the site within two (2) hours after receiving call from the City.
2. Contractor is required to respond to calls wherever they occur within the City.
3. Contractor is required to evaluate each job and submit a written cost quotation to the Department of watershed Management/Bureau of Operations for a written approval by an authorized City Representative. Quotation will state labor cost per square feet including equipment and material cost, removal and replacement of furniture, removal of carpet, padding and vinyl or parquet tile flooring. Estimation of job completion time is required as part of evaluation for each job.
4. Upon acceptance of cost quotation, Contractor will be given a written work order by the City representative to complete the order as quoted and per the terms of the contract.
5. Contractor is required to remove all sewage spill debris by using a truck mounted extraction process.
6. Debris is to be properly disposed per local, City, state and federal regulations. Contractor must be knowledgeable of these regulations. The City will not be liable for any violations of these regulations or claims filed by any agency or resident against the Contractor for violations of these regulations.
7. Any furniture that obstructs extraction and clean-up will be removed and then replaced in dwelling after decontamination of the area.

FC-8688, Sewage Clean-Up Services for Sewage Spills Inside Dwellings (Annual Contract)

8. Contractor is liable for any damage and or theft to resident's personal property. Contractor should inspect personal property before removal and indicate any damaged property on the cost quote. Contractor should ensure that such damages are noted on written work order from the City. In cases where damage may exceed (Two thousand Five-Hundred dollars) \$2,500.00, the contractor will be required to submit before and after photos of the damaged property. All employees assigned to a project under this contract must be identified as contractors.
9. All damaged carpeting and padding, vinyl or parquet tile saturated with sewage spills will be removed and properly disposed of by contractor. All asbestos contaminated material must be disposed of in accordance with all applicable EPD/EPA and OSHA (Occupational Safety and Health Administration) regulations and City of Atlanta building Codes. Such disposal must be properly documented and all documentation provided to the City representative when submitting invoices.
10. All accumulations of standing liquid, "sanitary sewage" inside the house including the basement will be removed as soon as possible in accordance with the American National Standards Institute's Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC) S500 Water Restoration Standard and the ANSI/IICRC S520 Standard for Mold Remediation.
11. All heating and air conditioning ducts must be cleaned with a non-sudsing household cleaner detergent, if they have been flooded, of all mud/silt followed by disinfections with commercial disinfectants or sanitizers, such as quaternary ammonia, chlorine, phenolic, or pine oil based products. All asbestos contaminated material must be disposed of in accordance with all applicable EPD/EPA/OSHA regulations and City of Atlanta building Codes. Such disposal must be properly documented and all documentation provided to the City representative when submitting invoices.
12. All cellulose or fiberglass insulation soaked by sanitary sewage should be removed and properly disposed of by the contractor. All asbestos contaminated material must in accordance with all applicable EPD/EPA/OSHA regulations and City of Atlanta building Codes. Such disposal must be properly documented and all documentation provided to the City representative when submitting invoices.
13. All sheetrock soaked by sanitary sewage should be removed and properly disposed of by the contractor per EPD/EPA regulations. Sheetrock replacement shall include; filling seams between adjacent sheets, taping and sanding. Such disposal must be properly documented and all documentation provided to the City representative when submitting invoices.
14. Vapor Barrier: Pre-existing crawl space vapor barrier that is damaged as a result of a public sanitary sewage spill shall be replaced. Upon approval by the City, the Contractor may replace an existing vapor barrier utilizing a 6-mil or 10-mil polyethylene. The Contractor shall remove and properly dispose of the damaged contaminated material in accordance with all applicable EPD/EPA/OSHA regulations and City of Atlanta building

FC-8688, Sewage Clean-Up Services for Sewage Spills Inside Dwellings (Annual Contract)

Codes. Such disposal must be properly documented and all documentation provided to the City representative when submitting invoices.

15. Deodorant/Disinfectant treatment is to be applied to all areas affected with sewage spill. Purpose of deodorant disinfectant is to deodorize, kill bacteria, fecal matters, remediate mold, decontaminate and deodorize carpet, upholstery and furniture.
16. Contractor's products should be in accordance with all applicable EPD/EPA/OSHA regulations and City of Atlanta building Codes. Contractor will be required to use stated products if awarded the contract. Changes in the products require written approval from the City before Contractor change the products.
17. Contractor must attach a copy of registered EPA number and registration that complies with the product used to disinfect, deodorize, kill bacteria, fecal matter and remediate mold.
18. EPA registration must be listed on container.
19. Contractor must provide the Safety Material Data Sheet (MSDS)
20. Drying equipment to remove moisture; building subjected to extensive flooding should be dried using one or a combination of the following mechanism: Mechanical blowers, refrigerant dehumidifiers or desiccant dehumidifiers to be placed from 1-3 days throughout cleaned area to allow complete drying of the affected area. The contractor will provide a recommendation to the City of Atlanta base on the amount of saturation identified during the site evaluation. During the drying process, the contractor must maintain an environment inside the building that minimizes damage from moisture until the drying process can be fully achieved.
21. All work will be approved for completion by the Office of Linear Infrastructure Operations (OLIO) Authorized Representative.
22. Contractor shall be responsible for providing all necessary permits and insurance coverage necessary to perform this work.
23. The City of Atlanta reserves the right to test for sewage contamination on any cleaned and disinfectant surface. The laboratory will be a State of Georgia certified microbiology laboratory.
24. Disposal of Waste Materials.

The City shall be permitted to inspect all work, materials records, invoices and other relevant data, and have free access to all parts of the work and to all materials intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work and the materials used in such work at the time of completion

FC-8688, Sewage Clean-Up Services for Sewage Spills Inside Dwellings (Annual Contract)

will in no way prevent its rejection if defects are discovered before the work is finally accepted and approved.

- (a) All materials and equipment used in the construction of the project shall be subject to inspection and testing in accordance with accepted standards. Any laboratory or inspection agency shall be selected by the City.
- (b) Failure to inspect materials will in no way waive the City's right to reject defective materials or condemn the work in which they are used.
- (b) The removal and disposal of material containing contaminants or pollutants must be removed in accordance with state, federal, and local EPA requirements.

Atlanta City Ordinance.

Sec. 74-441. Notification of accidental discharges and spills.

- (a) Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the storm sewer system of the City of Atlanta, or State Waters, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.
- (b) Said person shall notify the Department Of Watershed Management in person or by phone, facsimile or in person no later than 24 hours of the nature, quantity and time of occurrence of the discharge.
 - (1) If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
 - (2) Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.
- (c) Any notification made to the City of Atlanta is not exclusive of any state or federal notification requirements.
- (c) Failure to provide notification of a release as provided above is a violation of this article.

(Ord. No. 2003-75, § 3, 6-24-03) Secs. 74-442--74-445. Reserved.

FC-8688, Sewage Clean-Up Services for Sewage Spills Inside Dwellings (Annual Contract)

EXHIBIT A.1

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE FORM

Cost for the following items:

Assume estimated square footage requiring remediation per dwelling is One Thousand (1000) square feet for purposes of this bid.

Description	Unit(s)	Price Per Unit	Total Price
A. Labor rate per square footage including equipment and materials.	Per Square Foot	\$ _____	\$ _____
Molding (labor rate for remediation)	Per Square Foot	\$ _____	\$ _____
Paneling (labor rate for remediation)	Per Square Foot	\$ _____	\$ _____
B. Unit cost for removal and disposal of carpet and padding.	Per Square Foot	\$ _____	\$ _____
C. Unit cost for removal and disposal of vinyl or parquet tile.	Per Square Foot	\$ _____	\$ _____
D. Unit cost for removal and replacement of furniture /appliances.			
1) Light Contents –			
Items that cover up to 1 to 25 % of the affected area.	Per Group	\$ _____	\$ _____
Approximately 25 items per group			
Weighing 70 pounds or less per item)			
2) Medium Contents –			
Items that cover 26 to 50% of the affected area.	Per Group	\$ _____	\$ _____
Approximately 15 items per group			
Weighing 71 to 150 pounds per item)			
3) Heavy Contents –			
Items that cover more than 50% of the affected area.	Per Group	\$ _____	\$ _____
Approximately 10 items per group			
Weighing over 150 pounds and higher per item)			
E. Unit cost for wallboard (sheetrock) removal / replacement	Per Square Foot	\$ _____	\$ _____

FC-8688, Annual Contract for Clean-Up Services for Sewage Spills Inside Dwellings

F. Unit cost for dumpsters and roll-off containers (debris removal).

Unit cost per dumpster is based on container size in cubic yards. The contractor should calculate the number of dumpsters needed based on size then calculate the Number of Units X Unit Price to obtain the Sub-Total.

<u>Description</u>	<u>Units</u>	<u>Price Per Unit</u>
i. Roll-off containers		
a.	Per 10 Cubic Yards	\$ _____
b.	Per 15 Cubic Yards	\$ _____
c.	Per 20 Cubic Yards	\$ _____
ii. Dump Trucks		
a.	Per 5 Cubic Yard	\$ _____
b.	Per 10 Cubic Yard	\$ _____
iii. Dumpsters		
a.	Per 8 Cubic Yard	\$ _____
b.	Per 10 Cubic Yard	\$ _____
c.	Per 15 Cubic Yard	\$ _____
d.	Per 20 Cubic Yard	\$ _____

G. Unit cost for removal and replacement of existing vapor barrier.

H. Unit cost for insulation removal and replacement:

4 inch wall thickness (R-13)	Per Square Foot	\$ _____
4 inch wall thickness (R-19)	Per Square Foot	\$ _____
6 inch wall thickness (R-13)	Per Square Foot	\$ _____
6 inch wall thickness (R-19)	Per Square Foot	\$ _____

FC-8688, Annual Contract for Clean-Up Services for Sewage Spills Inside Dwellings

G. Mold Remediation and Disinfectant:

Submittals for mold remediation should include, but are not limited to, the following items:

- Erection of proper containment barriers and negative air decontamination,
- cleaning, and storage of salvageable contents,
- removal, containment, and disposal of contaminated structural components.
- HEPA filtration system to clean mold spores from the air.

Typical Content Decontamination:

- Disposal. Safe disposal methods used to contain and dispose of unsalvageable contents.
- HEPA filtration vacuum. Removes loose contaminants.
- Air washing. Removes loose contaminants from hard to reach places.
- Hot water extraction. Removes contaminants from cloth materials such as upholstered furniture.
- Disinfectant. Kills any remaining contaminants.

Typical Structural Decontamination:

- Removal and Disposal. Unsalvageable structural components removed from the site and properly disposed.
- Abrasive removal. Sandblasting and wire brushing commonly used to remove mold.
- HEPA filtration vacuum. Removes loose contaminants from all remaining structural components.
- Disinfectant. Destroys remaining contaminants.
- Air scrubbing. HEPA filtered air cleansing system to filters mold spores from the air.

FC-8688, Annual Contract for Clean-Up Services for Sewage Spills Inside Dwellings

LABOR RATE/MATERIAL COST

Description	Unit(s)	Price Per Unit
1. Move and reset appliance	Each	\$
2. 6 Mil Plastic Bags - Per Roll	Roll	\$
3. Apply EPA Registered Biocide	Per Square Foot	\$
4. Set Standard Door Containment - Triple Flap Access	Each	\$
5. Set Containment - Three Chamber Decontamination Room	Each	\$
6. Set Standard Door Containment - Critical Barrier	Each	\$
7. Set floor covering, cardboard & plastic as needed	Per Square Foot	\$
8. Set Standard Wall Containment, No Framing	Per Square Foot	\$
9. Return Trip to Remove Containment and Monitoring Fee	Each	\$
10. Set Air Scrubber - Standard Containment - Per Unit	Each	\$
11. Set Containment - Single Stage Decontamination Chamber	Each	\$
12. Set Containment - Minimum Charge	Each	\$
13. Set standard Wall Containment, with Framing	Per Square Foot	\$
14. Dehumidifier Unit - (Small)	Per Day	\$
15. Dehumidifier Unit - (Large)	Day	\$
16. Dispose of Remediation Debris - per dumpster	Each	\$
17. Drying Fans (# of fans / per day, 1/2 day minimum	Day	\$
18. Equipment Decontamination Charge (typical-one time per job)	Each	\$
19. Pick up Equipment Following Remediation	Each	\$
20. Replace HEPA filters- per unit	Each	\$
21. Replace 2" Pleated Pre-Filter - Negative Air	Each	\$
22. Replace 2" Pleated Pre-Filter - Air Scrubber	Each	\$

FC-8688, Annual Contract for Clean-Up Services for Sewage Spills Inside Dwellings

Description	Unit(s)	Price Per Unit
23. HEPA Vacuuming - Minimum Charge	Each	\$
24. HEPA Vacuuming - Detail	Per Square Foot	\$
25. Level One Remediation 1/2 Day - Minimum	Minimum	\$
26. Level One Remediation Full Day - Minimum	Minimum	\$
27. Air Scrubber (Daily Cost Per Unit)	Each	\$
28. Polyethylene - 4 Mil	Roll	\$
29. Polyethylene - 6 Mil	Roll	\$
30. Polyethylene - 10 Mil	Roll	\$
31. PPE(Tyveks or equivalent, gloves, respirators, cartridges) - Per Person-	Day	\$
32. Remove Sheetrock only - Remediation-	Per Square Foot	\$
33. Cabinet Removal - Remediation-	Each	\$
34. Cook Top Removal - Remediation-	Per Linear Foot	\$
35. Counter Top Removal -Remediation-	Per Linear Foot	\$
36. Dishwasher removal- Remediation-	Each	\$
37. Water Heater Removal - Remediation-	Each	\$
38. Remove Vapor Barrier - Remediation-	Per Square Foot	\$
39. Oven Removal - Remediation-	Each	\$
40. Remove Range - Remediation-	Each	\$
41. Remove Refrigerator - Remediation-	Each	\$
42. Remove Sheetrock, wire brush cavity, clean with min. 10%bleach	Per Square Foot	\$
43. Remove Shower Stall - Remediation	Each	\$
44. Sink & Faucet Removal - Remediation	Each	\$
45. Remove Ceramic Tile - Remediation	Per Square Foot	\$

FC-8688, Annual Contract for Clean-Up Services for Sewage Spills Inside Dwellings

Description	Unit(s)	Price Per Unit
46. Toilet Removal - Remediation	Each	\$ _____
47. Bathtub Removal- Remediation	Each	\$ _____
48. Remove Vent Hood - Remediation	Each	\$ _____
49. Wet Wipe Structure as needed - Remediation	Per Square Foot	\$ _____
50. Remove Wood Floor - Remediation - Per Layer	Per Square Foot	\$ _____
51. Scrub Wall Cavity, clean with 10% bleach	Per Square Foot	\$ _____
52. Scrub Ceiling/Floor Joist System; clean with minimum 10% bleach	Per Square Foot	\$ _____

Please define materials cost below.

Subtotal – Total, Items A through I, The amount of \$ (_____)

BID TOTAL OF ALL SECTION: THE AMOUNT OF (WRITTEN) _____

DOLLARS

EXHIBIT A.2
DRAFT TASK ORDER FORM

FINAL ACCEPTANCE OF TASK REQUIREMENTS:

[INSERT SPECIAL TERMS FOR FINAL ACCEPTANCE OF TASK, INCLUDING ANY SIGN OFFS, DELIVERABLES]

CONFIRMATION THAT SERVICES AS LISTED ARE REQUESTED BY THE CITY

By: _____

Name: _____

Title: Field Engineer

Dated this _____ day of _____, 20__

By: _____

Name: _____

Title: Project Manager

Dated this _____ day of _____, 20__

CONFIRMATION OF SERVICE ASSIGNMENT ACCEPTED BY CONTRACTOR

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20__

DRAFT

TASK ORDER NO. _____

PROJECT: FC-8688, Cleaning Sewage Spills Inside Dwellings

Contractor will complete the Services described below in accordance with the terms and conditions in the Construction Services Agreement.

DATE OF ISSUANCE: _____

CONTRACTOR: _____

PROJECT LOCATION(s): _____

SERVICES UNDER TASK ORDER NO. _____:

Contractor shall perform the Services for the purpose of [insert general description of Services to be performed], as more particularly described in the scope of Task and accepted proposal from Contractor attached and incorporated herein as **Exhibit 1** to this Task Order No. _____ including the attached schedule of unit prices for performing the required Services.

NOTICE TO PROCEED:

[check one of the following provisions]

____ Contractor shall commence Task within ____ days of the date of this Task Order.

____ Contractor shall commence Task within ____ days of receipt of a Notice To Proceed Task issued by the City.

TIME FOR COMPLETION: [identify with specificity all dates for Services from Contractor]

- a. Substantial Completion:
- b. Final Completion:
- c. Milestones:

TASK ORDER MAXIMUM PAYMENT AMOUNT:

[insert total amount of payment for this Task Order based on unit prices in **Exhibit A**]

REQUIRED SUBMITTALS AND DOCUMENTATION:

[INSERT ANY AND ALL DOCUMENTATION REQUIRED FOR SERVICES, INCLUDING ALL SHOP DRAWINGS, AS-BUILTS REQUIRED FOR FINAL ACCEPTANCE]

LIST OF APPROVED MATERIALS AND EQUIPMENT: (IF REQUIRED FOR A TASK ORDER, LIST ALL APPROVED MANUFACTURERS AND EQUIPMENT PROVIDERS APPROVED IN CONTRACTOR'S PROPOSAL)

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

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

Yes No

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

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

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

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

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

Yes No

1. If yes, who conducts the audits?

2. How often are the audits conducted?

FC-8688 – Sewage Clean Up Services for Sewage Spills Inside Dwellings (Annual Contract)

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

Yes No

1. If yes, how is this notification accomplished?

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

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

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

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

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

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

Yes No

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

Yes No

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

Yes No

EXHIBIT B
DEFINITIONS

EXHIBIT B
DEFINITIONS

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

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

“Charges” means the amounts payable by City to Service Provider under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

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

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

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

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

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

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

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

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

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

EXHIBIT C

LEGISLATION

(To be inserted upon contract execution)

EXHIBIT D

City Security Policies

SECURITY AND SAFETY

PART 1 - GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

- A. Contractor must comply with City's security requirements for all job sites and DWM facilities. Copies of which shall be provided by the City to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24 hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.
 - 1. All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.
- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner as necessary.

- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the City in writing.

1.05 RESTRICTIONS

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

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

- A. Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.
 - 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position.
 - 2. Security Education and Awareness training applicable to the job.
 - 3. SOPs for safeguarding City equipment, supplies and property.
 - 4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
 - 5. Established process for identification of employees PFD including location. Emergency notification procedures.

6. If applicable, procedures for entry permit and badges. Procedures for returning badges upon termination of employment.
 7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
 8. Emergency evacuation procedures including accounting for employees at a safe haven.
 9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or DWM project manager.
 10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.
- B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:
1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
 2. Generally address safe work procedures for the activities within the Contractor's scope of work.
 3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
 4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
 5. Include provisions to protect all of the Contractor's employees, other persons and organizations who may be affected by the work from injury, damage or loss.
 6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.

11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
- F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.
- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to DWM facilities while the contract is in force, the Contractor will advise the DWM Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 3. Theft, vandalism, immoral conduct of any other criminal action.
 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished by the Contractor and approved by the City.
- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.
- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By signing this Employee Log, I acknowledge I understand and agree to abide by the project rules outlined below.

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

C. PROHIBITED ACTIVITIES:

- Unauthorized removal or theft of CITY property
- Violation of safety or security rules or procedures
- Possession of firearms or lethal weapons on jobsite
- Acts of sabotage
- Destruction or defacing CITY property
- Failure to use sanitary facilities
- Failure to report accidents or job related injuries
- Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
- Wearing shorts or tennis shoes on the jobsite
- Failure to wear a hardhat/safety glasses as required by law.
- Gambling at any time on the project
- Fighting, threatening behavior, or engaging in horseplay on the project
- Smoking in unauthorized areas on the project
- Open fire cooking or making unauthorized fires on project property
- Selling items or raffles without authorization
- Use of unauthorized cameras on the project
- Use of radio or television in the construction area
- Failure to park personal vehicle in authorized parking area
- Failure to wear designated identification [Site Specific]
- Failure to use designated gates
- Use or storage of unauthorized chemicals or substances on site.

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

APPENDIX A

**REQUIREMENTS OF THE OFFICE OF
CONTRACT COMPLIANCE**



CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

OFFICE OF CONTRACT COMPLIANCE

Larry Scott

Director

lscott@atlantaga.gov

February 1, 2016

RE: FC-8688, Annual Contract for Cleaning Sewage Spills Inside Dwellings

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including 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 goals for SBE participation for this project and the SBO program reminders listed on page 6.

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

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

TABLE OF CONTENTS

Policy Statement	1
Implementation of SBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions	3
Equal Business Opportunity Program Bid.RFP Submittals	4
Monitoring of SBO Policy	4
Implementation of EEO Policy	4
Monitoring of EEO Policy	4
Small Business Opportunity SBE Goals for This Project	5
Small Business Opportunity Program Reminders	6
Covenant of Non-discrimination (SBO-1).....	7
SBO Subcontractor Contact Form (SBO-2)	8-9
SBO Subcontractor Utilization Plan (SBO-3)	10
Letter of Intent	11-12
First Source Jobs Program Policy Statement.....	13



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

CITY OF ATLANTA

SMALL BUSINESS OPPORTUNITY PROGRAM

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 size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity 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 Small Business Enterprises (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.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these program is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO 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 subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises) 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 certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 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 SBO1.
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 contract. This information shall be set forth on Exhibit SBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, 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, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified 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.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations-subdivision, section 2-1465, et seq.

(b) Determination of Violation of SBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

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.

Equal Business Opportunity SBE GOALS for this Project

Project No.: FC-8688, Annual Contract for Cleaning Sewage Spills Inside Dwellings

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

562910 Remediation Services

The EBO 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 non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. Reporting. The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
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. SBO/EBO Ordinance. The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. 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.
6. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.primiscompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

FORM SBO-1

SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

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

Company Name: _____ Project Name: _____ FC#: _____

Printed Signature: _____ Date: _____

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership (see code below)	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE% _____

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

Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

LETTER OF INTENT

Small Business Enterprise

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Firm: ACDBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Contact Person: Name: _____ Phone: () _____

Expiration Date of SBE Certification: _____

SBE is performing as: Prime Contractor Sub contractor Joint Venture Member

Work item(s) to be performed by SBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL SBE			

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above. The estimated participation is as follows:

SBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

LETTER OF INTENT

Small Business Enterprise

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Firm: ACDBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Contact Person: Name: _____ Phone: () _____

Expiration Date of SBE Certification: _____

SBE is performing as: Prime Contractor Sub contractor Joint Venture Member

Work item(s) to be performed by SBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL SBE			

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above.
The estimated participation is as follows:

SBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The Atlanta Workforce Development agency has determined that the First Source Jobs Program is **not applicable** for FC-8688, Annual Contract for Cleaning Sewage Spills Inside Dwellings.

However, It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects, Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael Sterling, Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3000**

APPENDIX B
**INSURANCE AND BONDING
REQUIREMENTS**

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8688 Cleaning Sewage Spills Inside Dwellings

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by

the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

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

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

A. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

B. Commercial General Liability Insurance

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. 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.

D. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

E. 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.

F. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than \$1,000,000 each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

G. Performance Bond and Payment Bond

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

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta

"Project" Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

"FC No." FC-8250

"Principal" (Legal Name and Business Address),

Type of Organization ("X" one):

- Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address)

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

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

"Penal Sum:" _____ Dollars (\$ _____).

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

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

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

PRINCIPAL: _____

Appendix B - Insurance and Bonding Requirements

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____

Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

DRAFT

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta

"Project" Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

"FC No." FC-8250

"Principal" (Legal Name and Business Address)

Type of Organization ("X" one):

- Individual
- Partnership
- Joint Venture
- Corporation

"Surety:" (Name and Business Address)

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

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

"Penal Sum:" _____

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

WHEREAS, the Principal and the City entered into the Agreement identified above;

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

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

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

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

APPENDIX C

LOCAL BIDDER PREFERENCE PROGRAM

Table of Contents

Statement of Policy.....1

Certification as a Local Bidder.....2

Criteria to be Certified as a Local Bidder.....3

Term of Certification.....4

Application.....5

**CITY OF ATLANTA
LOCAL BIDDER PREFERENCE PROGRAM**

STATEMENT OF POLICY

The City of Atlanta (the "City") has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors, who have direct physical and economic relationships with the City.

CERTIFICATION AS A LOCAL BIDDER

To be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement ("DOP"), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed written application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. To be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on a Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Contractor must satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.
2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Eligible Local Projects.

The application **must be typed, signed in blue ink** provides instructions for required supporting documentation that Bidder must submit with the application for the criteria listed above.

TERM OF CERTIFICATION

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in 2-1188.1(d) in order to receive the bid preference on Eligible Local Projects.

Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Eligible Bidder's business if, as a result of such changes, the Eligible Bidder no longer satisfies the requirements contained in 2-1188.1(d).