

CITY OF ATLANTA
REQUEST FOR PROPOSALS
FOR
FC-8741

**MISCELLANEOUS REPAIR AND CONSTRUCTION SERVICES
UNDER \$250K FOR ADA AND OTHER IMPROVEMENTS**



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COMMISSIONER
DEPARTMENT OF PARKS AND RECREATION

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CITY OF ATLANTA

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ATLANTA, GA 30303
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March 3, 2016

ATTENTION INTERESTED PROPONENT:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Proposal for **Project Number: FC-8741, Miscellaneous Repair and Construction Services Under \$250K for ADA and Other Improvements**. The successful Proponent relative to this solicitation will provide miscellaneous repair and construction services under \$250,000 for ADA and other improvements on a Task Order basis. The Services associated with this RFP are contemplated to primarily involve construction services.

A **Pre-Proposal Conference** will be held on **Wednesday, March 16, 2016, at 10 A.M.**, at **55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, GA 30303**. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Parks and Recreation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged.

The last date to submit questions will be **Monday, March 21, 2016, no later than 5:00 P.M.** Questions may be sent to **Mano Smith, Contract Administrator, CPPO, CPPB, CPPM, CPP**, via email at mosmith@atlantaga.gov, or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal ("**Proposal**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, April 6, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.

All Proposals 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, Atlanta, GA 30303.

Request for Proposal

**Project Number: FC-8741, Miscellaneous Repair and Construction Services Under \$250K for
ADA and Other Improvements**

March 3, 2016

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If you have any questions regarding this project, please contact **Mano Smith, Contract Administrator, CPPO, CPPB, CPPM, CPP**, at 404-330-6351, or by email at mosmith@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Deondra Clausell, Administrative Assistant Senior, at 404-865-8708, or by e-mail at dsclausell@atlantaga.gov.

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

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 a large initial "A".

Adam L. Smith

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Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of its Department of Parks and Recreation (“DPR”), seeks to procure the following services (“Services”): miscellaneous repair and construction services under \$250,000 for ADA and other improvements on a Task Order basis. The Services associated with this RFP are contemplated to primarily involve construction services. ¹

2. **General Summary of Task Order Process; Qualifications:**
 - 2.1. All Services will be performed in accordance with the Contract, if awarded, and any Task Order issued under it. Any Proponent awarded a Contract pursuant to this RFP will be required to procure all required subcontractors/subconsultants, vendors, materials and any other items or services required to complete each project awarded via a Task Order. Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to a Task Order and distributed to selected successful Proponent(s) awarded a Contract pursuant to this RFP. Selected Proponents may complete a cost proposal form (provided by the City) for the project subject to any predetermined fee or general conditions compensation payable under any Contract awarded under this RFP. If City accepts the cost proposal, it will execute a Task Order for the project with the successful Proponent.

 - 2.2. Anticipated representative projects that may be the subject of a Task Order include, but may not be limited to:
 - 2.2.1. Testing;
 - 2.2.2. Site Work;
 - 2.2.3. Concrete;
 - 2.2.4. Masonry;
 - 2.2.5. Metalwork;
 - 2.2.6. Rough Carpentry;
 - 2.2.7. Finish Carpentry;
 - 2.2.8. Roofing (all kinds);
 - 2.2.9. Flooring (all kinds);
 - 2.2.10. Walls (all kinds);
 - 2.2.11. Ceilings (all kinds);
 - 2.2.12. Painting;
 - 2.2.13. Elevator Upgrades;
 - 2.2.14. HVAC Repairs;
 - 2.2.15. Plumbing Repairs;
 - 2.2.16. Electrical Repairs;

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

- 2.2.17. Commercial Equipment; and
- 2.2.18. Signage.

In addition to troubleshooting, cutting and patching, painting, installing, replacing and/or removing minor areas of damaged construction, the Contractors may also be required to respond to emergency type requests. The Contractor shall be able to complete all the work, and furnish all the management, supervision, labor components, materials, equipment, tools and appurtenances necessary for the performance of any future agreements. All materials to be used for the repair or replacement services shall be selected and installed in such a manner as to be the most compatible, functional and aesthetically pleasing, for use with the existing building systems that are to be repaired or replaced. All products used shall be free of asbestos.

2.3. A Task Order will be issued on an as-needed basis. The award of a Contract pursuant to this RFP does not guarantee that any Task Order will be issued under that Contract. No minimum amount of Services are guaranteed to any Proponent receiving an award of a Contract pursuant to this RFP.

3. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

4. **Minimum Requirements of Proponents:**

- 4.1. Proponent must have a minimum of five (5) years as a General Contractor within the last ten (10) years.
- 4.2. Proponent must possess and submit a copy of its valid Georgia General Contractor License.
- 4.3. The successful proponents will be required to provide performance and payment bonds on each awarded project. The individual values of the anticipated projects will not exceed \$250,000.
- 4.4. Successful Proponents must not be contracted with the City through FC-6311, Managing General Contractors or FC-6836, City Wide Managing General Contractors.

5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent to form a Services Agreement. This procurement is only an invitation for offers from

interested Proponents and no offer will bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

6. **Proposal Deadline:** Proposals in response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 p.m., EST on Wednesday, April 6, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Wednesday, March 16, 2016, at 10:00 a.m.**, at Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. .
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mano Smith, CPPO, CPPB, CPPM, CPP, Contract Administrator**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **mosmith@atlantaga.gov**, on or before **Monday, March 21, 2016**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Insurance Requirements:** The Insurance requirements for any Services Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D – Insurance Requirements** attached to the Services Agreement included in this RFP.
11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A; Office of Contract Compliance Submittals**, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

12. Evaluation of Financial Information: The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4; Proponent / Bidder Financial Disclosure**, attached to this RFP and any additional information required on that form to be included in a Proposal.

13. Examination of Proposal Documents:

13.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda.

13.2. Each Proponent must promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the RFP, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to this RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

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

13.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 7; Acknowledgment of Addenda** attached to this RFP at Part 4.

14. Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities: The City reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal. The City also may cancel this procurement at any time in accordance with the City of Atlanta Code of Ordinances.

15. Award of Services Agreement; Execution: If the City awards a Services Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent(s) a Services Agreement for execution substantially in the form included in this RFP.

16. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted on the top of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state

law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.

17. **Gratuities and Kickbacks.** In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
18. **Fraud and misrepresentation.** Any written or oral information provided by Contractor, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Contractor agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Contractor further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which Contractor's employees report to perform the services required by this Agreement. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its

subcontractors may result in suspension or debarment of the Contractor; and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered.
2. **Informational Proposals:** An Informational Proposal is comprised of 2 sources of information:
 - 2.1. Information drafted and provided by a Proponent (to be submitted in a Volume I to a Proposal); and
 - 2.2. Information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP (to be submitted in a Volume II to a Proposal and, to be submitted in a separate sealed envelope.).
3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. **Forms Attached to this RFP at Part 4; Form 1: Illegal Immigration Reform and Enforcement Act, to be submitted on the top of the Proposal:** A completed Affidavit, set forth in Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms.
 - 3.1.2. **Information Drafted And Provided By A Proponent:** This information should be included in a Volume I to a Proposal:
 - 3.1.2.1. Title Page;
 - 3.1.2.2. Executive Summary;
 - 3.1.2.3. Experience and Past Performance;
 - 3.1.2.4. Quality Control Plan Approach;
 - 3.1.2.5. Safety Record and Experience; and
 - 3.1.3. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a Volume II to a Proposal, except as otherwise noted:
 - 3.1.3.1. **Forms attached to this RFP at Part 4:**
 - 3.1.3.1.1. Form 1: Illegal Immigration Reform and Enforcement Act Affidavit

- 3.1.3.1.2. Form 2: Contractor Disclosure Form;
- 3.1.3.1.3. Form 4: Proponent / Bidder Financial Disclosure;
- 3.1.3.1.4. Form 5: Acknowledgment of Insurance Requirements;
- 3.1.3.1.5. Form 6.1: Certification of Insurance Ability
- 3.1.3.1.6. Form 6.2: Certification of Bonding Ability
- 3.1.3.1.7. Form 7: Acknowledgment of Addenda;
- 3.1.3.1.8. Form 8: Referral List;
- 3.1.3.1.9. Form 9: Proponent Contact Directory; and

3.1.3.2. **Forms attached to the Services Agreement attached to this RFP at Part 5:** Appendix A; City's OCC Programs; Office of Contract Compliance Submittals.

3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.2.1 **Title Page:** The title page must contain the name of this Project: **"PROJECT NUMBER FC-8741; MISCELLANEOUS REPAIR AND CONSTRUCTION SERVICES UNDER \$250K FOR ADA AND OTHER IMPROVEMENTS."** The Title page must identify the lead Person acting on behalf of the Proponent, including his/her contact name, address, e-mail address, phone number and facsimile number. The Title page must contain at a minimum the following information: Complete legal name of the Proponent, the names of the legal entities that comprise the Proponent, if it is a joint venture or partnership or other business entity whose ownership interests may be vested in business or other legal entities.

3.2.2 **Executive Summary:** The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to be considered for an award of a Contract for this procurement. At a minimum, the Executive Summary must contain the following information:

- 3.2.2.1 Complete legal name of the Proponent and the address of its primary business headquarters;
- 3.2.2.2 General description of the Proponent, including its history and certifications (years in business, licenses held, association memberships, etc);
- 3.2.2.3 The general and specific capabilities and experience of the Proponent that it believes will benefit the City;
- 3.2.2.4 Any awards or other special acknowledgments received by Proponent for excellence in construction services, and any other unique capabilities or areas of specialization the Proponent wishes the City to consider;
- 3.2.2.5 A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City

or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.3 Experience and Past Performance: The City requires that each Proponent be capable of self performing or managing the work including managing all subcontractors/subconsultants or similar persons or entities. Each Proponent must submit the following information to demonstrate its experience in these two key aspects of the work:

3.2.3.1 Full time employees of the Proponent (including administrative staff) to include position, years with Proponent, and licenses or certifications held; and

3.2.3.2 A matrix identifying three (3) successfully completed recreational and/or ADA projects in the last five years.

3.2.3.3 Familiarity and adherence to State and Federal regulations regarding construction related services paid for with federal funds including but not limited to the Davis Bacon Wage Act, including certified payroll documentation for Projects/tasks funded through Federal funds.

3.2.3.4 A matrix identifying 3 projects the Proponent, as a General Contractor, has completed during the past 5 years. The matrix must include:

3.2.3.4.1 The name of the project;

3.2.3.4.2 The value of the contract under which Proponent worked;

3.2.3.4.3 Start and end dates of the project;

3.2.3.4.4 Brief description of the project, including size and major work components;

3.2.3.4.5 Description of work performed by the Proponent;

3.2.3.4.6 Number of subcontractors/subconsultants managed by the Proponent and the work performed by those subcontractors/subconsultants;

3.2.3.4.7 Owner references for each project, including contact name and telephone number;

3.2.3.4.8 Indicate the number of change orders required to complete the project and the value, individually and collectively, of the change orders

3.2.3.4.9 Equal Business Opportunity (EBO) goals for each project and actual participation achieved by Proponent; and

3.2.3.4.10 Safety performance (specifically identify any lost time accidents, work suspensions due to unsafe conditions, etc.).

3.2.4 **Resumes and Experience:** Identify the individuals the Proponent will use to fill the following positions: Principal-in-Charge, Project Manager, Safety Manager and Construction Superintendent. Submission of these names constitutes a commitment to use these individuals if the Proponent is awarded a Contract, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the term of any Contract awarded, if any, Proponent must describe its back-up personnel plan. For each person listed, submit a written resume, not exceeding 2 pages per person, organized as follows:

3.2.4.1.1 Name and title;

3.2.4.1.2 Professional background;

3.2.4.1.3 Current and past relevant employment;

3.2.4.1.4 Education;

3.2.4.1.5 Certifications;

3.2.4.1.6 List of 3 relevant projects, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

3.2.4 **Quality Control Plan Approach:** Describe the management process the Proponent will implement to ensure all work and services performed are of the highest quality. The approach should include a description of the Proponent's process as it pertains to shop drawings, product and materials submittals, inspection of subcontractor/subconsultant work and materials, means and methods of conducting Quality Control testing, etc.. Describe the Proponent's corrective action plan. Describe how the Proponent's organizational structure supports this plan and clearly identify responsible and accountable parties (Do not provide the Proponent's existing Quality Control Manual).

3.2.5 **Small Business Opportunity (SBO):** Proponent must provide its plan for achieving, at a minimum, the City SBO participation goals including a plan for good faith outreach efforts.

3.2.6 **Safety Record and Experience:** Each Proponent must demonstrate that it is committed to implementing a first rate safety program and that it has an exceptional safety and environmental record. Each Proponent and its proposed subcontractors/subconsultants must submit their current Experience Modification Rate ("EMR"). If an EMR is not available, each Proponent must

submit a written statement detailing each their safety records on its last 3 projects, including contact names and phone numbers where the City can verify the safety record statement. Each Proponent must provide a Log and Summary of OSHA violations and any fines or settlements for the past 36 months. (Do not submit the Proponent's Safety Manual).

4. **Financial Disclosure:** The Proponent must provide a financial profile including all information required in **Part 4, Form 4, "Proponent/Bidder Financial Disclosure"**.

5. Submission of Proposals:

- 5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8741, Miscellaneous Repair and Construction Services Under \$250K for ADA and Other Improvements**, Proponent's Federal Work Authorization Program (E-Verify) User Identification Number (EIN), and the name and address of the Proponent. All Proposals must be submitted to:

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

- 5.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

6. **Submittals:** The following submittals must be completed and submitted with each Proposal, as specified below.

Volume I		
Item #	Required Proposal Submittal Check Sheet ²	Check (✓)
1	Title Page	
2	Executive Summary	
3	Experience and Past Performance	
4	Quality Control Plan Approach	
5	Safety Record and Experience	

² This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

Volume II			
Item #	Required Proposal Submittal Check Sheet ³	Special Instructions	Check (v)
FORMS TO BE SUBMITTED WITH PROPOSAL			
1.	Form 1: Illegal Immigration Reform and Enforcement Act	1. Must be submitted on top of the proposal 2. Each JV member to submit Affidavit Agreement (if submitting as a JV).	
2.	Form 2: Contractor Disclosure Form	Answers to questions to be submitted by each JV member (if submitting as a JV).	
3.	Form 4: Proponent / Bidder Financial Disclosure		
4.	Form 5: Acknowledgement of Insurance Requirements		
5.	Form 6.1: Certification of Insurance Ability		
6.	Form 6.2: Certification of Bonding Ability		
7.	Form 7: Acknowledgment of Addenda		
8.	Form 8: Referral List		
9.	Form 9: Proponent Contact Directory		
10.	Georgia General Contractor's License		
11.	Miscellaneous: Documentation evidencing Proponent's authority to transact business in the State of Georgia		

³ This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

	FORMS / DOCUMENTS TO BE SUBMITTED WITH PROPOSAL THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:
1.	Form 1: Illegal Immigration Reform and Enforcement Act
2.	GA General Contractor's License
3.	Exhibit D – Insurance and Bonding
4.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO

Part 3; Evaluation of Proposals

1. All Proposals will be evaluated in accordance with the City’s Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

2. All Proposals will be evaluated using the following Evaluation Form.

RELATIVE WEIGHT	GRADED ITEM	SCORE
5	Executive Summary (Cover letter and detailed Executive Summary)	
25	Experience and Past Performance	
25	Quality Control Plan Approach	
20	Safety Record and Experience	
15	OCC Requirements, Small Business Opportunity (SBO)	
10	Financial Capability	
100%	Total Score	

PART 4; SUBMITTAL FORMS

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

FORM 1
Illegal Immigration Reform and Enforcement Act Forms
INSTRUCTIONS TO RESPONDENTS

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (“IIREA”). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City’s procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent’s submission prior to the 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 Respondent is such that Respondent is required to obtain an Employer Identification Number (“EIN”) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1, ABC, Inc. and XYZ, Inc. form and submit a response 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 response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response 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 notarized.
6. All Contractor Affidavits must be submitted with the Respondent’s response to the solicitation document.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201_____

NOTARY PUBLIC
My Commission Expires: _____

FORM 1
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC
My Commission Expires: _____

FORM 1
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC
My Commission Expires: _____

FORM 2
Contractor Disclosure Form

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

“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 response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure 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 Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form 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

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 Proposal.

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**
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

D. REPRESENTATIONS

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

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

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

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

Confidentiality. Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals 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 proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or offerors 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:

11.2 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:

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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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 proposal 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 proposal 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.

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form 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.

For entities that are newly formed (formed within the last three years):

I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

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

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

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

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

FORM 4

Proponent Financial Disclosure

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form 4.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form 4.

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or
partnership completing this Form: _____

Relationship of individual, entity
or partnership completing this Form
to the Proponent: _____

Contact information of individual,
entity or partnership completing
this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Declaration

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

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

For entities that are newly formed (formed within the last three years):

- I certify that the Respondent is newly formed and does not have sufficient information to respond to Part B of this Form.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name) this ____ day of _____, 201__.

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

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this ____ day of _____, 201__.

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

FORM 5

Acknowledgement of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for **FC-8741: Miscellaneous Repair and Construction Services Under \$250K for ADA and other Improvements**. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance contained in the Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Dated this _____ day of _____, 201_.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 6.1

Certification of Insurance Ability

Instructions: Offerors must submit a completed copy of this form executed by their insurance company. Failure to submit a completed form will result in the Offeror being deemed non-responsive.

I, _____ [insert an individual's name],
on behalf of _____ [insert insurance company 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-8741, Miscellaneous Repair and Construction Services Under \$250K for ADA and other Improvements (“Project”)** and its **Exhibit D**; and
- (c) Insurer certifies that if, as of the date written above, _____ (“Offeror”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in **Exhibit D** attached to the Service Agreement.

PLEASE NOTE: If this form 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. If Offeror is unable to provide City with insurance that comply with the terms of Exhibit D attached to the Service Agreement within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer 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]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

FORM 6.2

Certification of Bonding Ability

Instructions: Offeror must submit a completed copy of this form executed by their surety. Failure to submit a completed form will result in the Offeror being deemed non-responsive.

I, _____ [insert an individual's name],
on behalf of _____ [insert surety full company 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-8741, Miscellaneous Repair and Construction Services Under \$250K for ADA and other Improvements** ("Project") and its **Exhibit D**;
- (c) Surety certifies that if, as of the date written above, _____ ("**Offeror**") was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the terms set forth in **Exhibit D** attached to the Service Agreement; and
- (d) The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this form 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. If Offeror is unable to provide City with bonds that comply with the terms of Exhibit D attached to the Service Agreement within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, 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: _____

Corporate Secretary/Assistant Secretary
(Seal)

FORM 7

Acknowledgment of Addenda

Each Respondent must complete and submit an acknowledgment with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following **Addenda** for **FC-8741, Miscellaneous Repair and Construction Services Under \$250K for ADA and other Improvements**:

None (Check if None)

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

Dated the _____ day of _____, 20____.

Corporate Proponent:
[Insert Corporate Name]

By:_____

Name:_____

Title:_____

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

Non-Corporate Proponent:
[Insert Proponent Name]

By:_____

Name:_____

Title:_____

Notary Public (Seal)
My Commission Expires:

FORM 8

Referral List

Each Proponent 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 Proponent'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:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

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**FORM 9
PROPONENT CONTACT DIRECTORY⁸**

<i>NAME</i>	<i>POSITION/TITLE</i>	<i>MAILING ADDRESS</i>	<i>PHONE NUMBER</i>	<i>FAX NUMBER</i>	EMAIL ADDRESS

⁸ The purpose of the Proponent 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 Proponent. This Proponent 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 Proponent’s team:

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

PART 5

SERVICES CONTRACT

**CONTRACT NO. FC-8741
BETWEEN CITY OF ATLANTA
AND**

**FOR
MISCELLANEOUS REPAIR AND CONSTRUCTION SERVICES UNDER
\$250K FOR ADA AND OTHER IMPROVEMENTS**

This **CONTRACT NO. FC-8741; MISCELLANEOUS REPAIR AND CONSTRUCTION SERVICES UNDER \$250K FOR ADA AND OTHER IMPROVEMENTS** (“Contract”) between City of Atlanta (“City”) and _____ (“Contractor”) is entered into effective _____, 201_ (“Effective Date”). This Contract is authorized by Resolution attached as **Exhibit A** adopted by City effective _____, 201_.

ARTICLE 1
THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT

1.1 The Intent of the Agreement.

- 1.1.1 Contractor accepts the relationship of trust and confidence established between it and City by this Contract. Contractor covenants with City to furnish its best skill and judgment and to cooperate with City. Contractor agrees to furnish efficient business administration and superintendence and to complete any Projects assigned to it by Task Order under this Contract in the most efficient, expeditious and economical manner consistent with the Contract Documents and the interests of City.
- 1.1.2 For any Project assigned to it under this Contract, Contractor may be issued a Task Order that describes the scope of Work to be performed by Contractor, the delivery method to be used and the method of payment. The Task Order may direct Contractor to perform the work using the design-build method, the construction manager at risk delivery method, the design-bid-build method or any other industry accepted delivery method. Contractor may be compensated on a cost of Work plus a fee basis, unit price basis, lump sum basis or a combination of any of these bases. A Task Order will, to the extent available, contain the drawings, specifications, and other documents necessary to describe the work to be performed. The Task Order will contain the date by which the work must be completed or a performance period (which may include milestones) during which the Work must be commenced and completed.
- 1.1.3 Contractor acknowledges and agrees that for any Services provided under this Contract, Contractor is bound by the terms and conditions contained herein as well as by any Task Order issued under the Contract. Contractor further acknowledges and agrees a Task Order issued under the Contract may contain Project specific terms and conditions pursuant to which the work will be performed.
- 1.1.4 By executing this Contract, City is not guaranteeing that it will issue a Task Order to Contractor. Whether Contractor is issued a Task Order is at the sole and complete discretion of City.

1.2 Term.

1.2.1 Initial Term. The initial Term of this Contract is 3 years. This initial term of the Contract and any renewal term(s) are collectively referred to as the "Term". Any Task Order issued under this Contract may have a performance period that extends beyond the applicable expiration date of this Contract. Contractor is bound to complete all work under the Task Order as long as such Task Order was issued prior to that expiration date of the Contract.

1.2.2 Renewal Terms. City shall have the right, in its sole discretion, to renew this Contract for 1 additional 2 year term according to the following procedure:

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

1.2.2.2 If such legislation is enacted, within 10 days of such enactment, City will notify Contractor in writing of such renewal, at which time Contractor shall be bound to perform under the Contract during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Contractor that its initial execution of this Contract is deemed its agreement to continue to perform the Services under it during any renewal Term.

ARTICLE 2 CONTRACTOR'S SERVICES

2.1 Harmony. Contractor agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Contractor and its Subcontractors/Suppliers for the Work on any Task Order shall work in harmony with and be compatible with all other labor being used by other contractors now or in the future on the site of the Project. Contractor further agrees that this provision will be included in all Subcontracts/Supply Agreements.

2.2 Task Orders. The services that Contractor will provide for a particular Project will be defined in the Task Order issued to Contractor for that Project.

2.3 Bonds. If Contractor is issued a Task Order, Contractor shall provide Bonds to City, on forms furnished by City, which are attached collectively as **Exhibit D.1**, each in an amount equal to 100 percent of the amount of the applicable Task Order. Contractor is required to provide such Bonds at the time the Contractor presents the Task Order

to the City for execution. The Bonds must be issued according to the requirements set forth in **Exhibit D**.

- 2.4 Office of Contract Compliance Requirements. If Contractor is issued a Task Order, Contractor shall comply with the applicable requirements set forth in **Appendix A**.
- 2.5 **Insurance.** If Contractor is issued a Task Order, Contractor shall provide insurance in accordance with **Exhibit D**.
- 2.6 **General and Special Conditions.** The Work shall be performed in accordance with the General Conditions which are attached hereto as **Exhibit G**. Special Conditions will be included in each Task Order, as needed.

ARTICLE 3 TASK ORDER PROPOSALS

- 3.1 **Bidding:** Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to this Contract and competitively bid amongst a selected number of the awarded Contractors at the City's sole discretion. However, the City reserves the right to seek a Task Order proposal from a single awarded Contractor. Contractor(s) are required to submit a valid and realistic proposal responding to any solicitation document issued to Contractor by City.
- 3.2 **Award:** The selected Contractors will develop a Task Order proposal using the delivery method and compensation basis directed by City for the Project based on the requirements and criteria set forth in the solicitation document. The City will award a Task Order to the most responsible and responsive Contractor in accordance with the criteria established in the City of Atlanta Procurement and Real Estate Code Section 2-1188(k).
- 3.3 **Delivery Methods and Compensation Basis.**
 - 3.3.1 Delivery methods that the City may elect to use are traditional design-bid-build, design-build, construction management at risk, or some combination thereof.
 - 3.3.2 Compensation basis can be lump sum, unit price, guaranteed maximum price or some combination thereof.
 - 3.3.2.1 **Lump Sum.** If the compensation method is lump sum, the pricing proposal shall include a tabulation of the Contractor pricing in accordance with the City's required pricing format.
 - 3.3.2.2 **Unit Price.** If the compensation method is based on unit prices, Contractor shall provide unit prices based upon the estimated quantities provided by City and in accordance with the City's required pricing format. Unit prices are subject to negotiation.

- 3.3.2.3 **Guaranteed Maximum Price (GMP).** If the compensation method is a guaranteed maximum price, the contractor shall be compensated for actual costs incurred plus a fixed fee subject to a ceiling price. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope from the client, not price overruns, errors, or omissions). Savings resulting from cost under-runs are returned to the City. The City may elect to share savings based on an incentive clause in the solicitation document. Contractor is required to submit with it's GMP proposal the direct cost report or estimate that forms the basis of the GMP proposal.
- 3.4 **Reject Task Order Proposal.** If City rejects a Task Order Proposal, the Proposal shall be deemed withdrawn and of no effect.
- 3.5 **Modify Task Order Proposal.** City may issue revisions to the design, the specifications or other aspects of the project and require a modification of the Task Order Proposal for the City's consideration.
- 3.6 **Remove a Project from Consideration.** City may remove the Project from consideration for award to a Contractor and construct the Project using another Contractor or procure the services of another individual or entity through a competitive procurement authorized by City's Procurement and Real Estate Code or any other method of procurement authorized by Applicable Law.
- 3.7 **Performance.** The City reserves the right not to award a Task Order to a Contractor who has failed to perform satisfactorily on previous Task Orders or City Contracts in accordance with Code Section 2-1188(k) 4.

**ARTICLE 4
SCHEDULE, TIME OF COMMENCEMENT,
AND SUBSTANTIAL COMPLETION**

- 4.1 **General.** If City requests Contractor to submit a Task Order Proposal, it must include a Schedule, including the required date(s) for Substantial Completion, Final Completion and City occupancy. Contractor agrees to complete the construction of the Project set forth in the applicable Task Order in accordance with the agreed upon Substantial Completion date, Final Completion date and City occupancy date. Contractor acknowledges that failure to complete the Task Order Work within the times set forth in the approved schedule and applicable Task Order shall result in substantial damages to City sufficient to justify the imposition of liquidated damages. The amount of liquidated damages for a specific Project will be set forth in the applicable Task Order.

ARTICLE 5
PAYMENTS TO CONTRACTOR

- 5.1 **Invoices.** Invoices shall be submitted in sufficient detail.
- 5.2 **Payments for Materials and Equipment,** Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location subject to prior written approval and acceptance by City on each occasion.
- 5.3 **Payment Terms.**
- 5.3.1 Unless otherwise provided in a Task Order, Contractor shall prepare and submit to City for its review and approval an Application for Payment in accordance with the requirements of the Task Order. City may withhold payment on account of Contractor's failure to provide information it is required to provide, or on account of any ground, which permits the withholding of payments under this Contract. City shall not withhold payment of undisputed amounts owed.
- 5.3.2 Subject to its right to withhold payments under this Contract or Applicable Law, City shall pay to Contractor the approved amount of any Application for Payment. All Applications for Payment shall be subject to adjustment on account of any prior overpayments.
- 5.3.3 City is entitled to retain from interim payments made pursuant to this Article the amount of ten percent (10%) of the amounts properly billed by Contractor as Retainage.
- 5.3.4 Contractor's acceptance of Final Payment for all of the Work shall constitute a waiver of all claims by Contractor with respect to the Project not expressly reserved by Contractor in its Application for Payment for the Final Payment.
- 5.3.5 This Contract does not create any contractual relationship between City and any Subcontractor or Supplier under contract with Contractor, or any duty by City to any such Subcontractor or Supplier. City shall have no obligation to pay or to see that payment of money owed to Subcontractors or Suppliers is made by Contractor.
- 5.3.6 In addition to other grounds set forth in this Contract, City may withhold the whole or part of any payment due Contractor to such extent necessary to protect City from loss on account of any of the following circumstances (regardless of when discovered):
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.

- (c) Failure of Contractor to make payments properly to Subcontractors or Suppliers.
- (d) A reasonable doubt that the Project can be completed for the balance then unpaid under the GMP.
- (e) Damage to another Contractor or to some third party.
- (f) Failure to maintain an adequate rate of progress in accordance with the Project Schedule.
- (g) Failure to supply enough skilled workmen or proper materials.
- (h) Any material breach of this Contract.
- (i) Any material failure to perform under this Contract.
- (j) Any failure to provide information required to be provided by Contractor to City.

When any ground for non-payment by City is removed, payment shall be made for amounts withheld. No omission on the part of City to exercise the option to withhold payment shall be construed to be a waiver of any breach or acquiescence to it, and City may exercise this option from time to time and as often as may be necessary.

- 5.3.7 By paying Contractor's Application for Payment or by making any other payments to Contractor (including the final payment of retainage), City shall not be deemed to have examined, inspected or reviewed in any way the quality or quantity of the Work or to have reviewed the construction means, methods, techniques, sequences or procedures, or to have made any examination to ascertain how or for what purpose Contractor has used the monies previously paid.
- 5.3.8 Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to City either by incorporation in the construction or upon the receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project.
- 5.3.9 If City shall determine, by audit or otherwise, that it has made an overpayment to Contractor on the Contract and it makes written demand for repayment of the overpayment, Contractor shall, within five (5) days of receipt of such written demand for repayment, tender the amount of such overpayment to City or otherwise resolve the demand for repayment to City's satisfaction. At all times during the term of this Contract and for a period of six (6) years after the final acceptance of all of the Work, by City, or, if there is no such final acceptance, for six (6) years from the termination of this Contract, Contractor shall afford City, its auditors or its other authorized representatives access at reasonable times to any books, work papers, estimates,

Subcontractor/Suppliers files, and accounting records of Contractor relative to the Work in order to verify compliance by Contractor with the Contract.

- 5.4 **Deductive Change Order for Contractor Liabilities** - If City incurs an actual loss or liability resulting from events stated in Subsection (7) of the Clause entitled "Payment Terms", in addition to withholding payment, City may issue a Unilateral Change Order reducing the lump sum amount or GMP by the amount of such loss or liability.

**ARTICLE 6
TERMINATION OR SUSPENSION OF THE CONTRACT AND CITY'S RIGHT
TO PERFORM CONTRACTOR'S OBLIGATIONS**

- 6.1 **Termination by Contractor.** If the Project is stopped for a period of 90 days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor, Contractor may terminate the applicable Task Order upon seven (7) days prior written notice to City.
- 6.2 **Termination by the City for Convenience or for Default.** (See General Conditions)
- 6.3 **Suspension by City.** (See General Conditions)

**ARTICLE 7
NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

- 7.1 **General.** City's liability to Contractor for any claims or disputes arising out of or related to the subject matter of this Contract or any Task Order issued under it, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by City of the costs, damages, or losses because of changed conditions under which the Work was performed, for additional Work, or for any matter between the parties, including allegations of breach of contract, shall be governed by this Contract and the applicable Task Order.

**ARTICLE 8
MISCELLANEOUS**

- 8.1 **Contractor's Project Records.** Contractor's Project records shall be maintained in accordance with this Contract and shall be made available to City at all times.
- 8.2 **Electronic Mail Capabilities.** Contractor must have electronic mail capabilities through the World Wide Web. It is the intention of City to use electronic communication whenever possible. Contractor shall provide its electronic mail address and the name of a contact person responsible for its electronic communications prior to the issuance of any Task Order for a Project, which information will be included in the Task Order.

- 8.3 **Audits, Inspections and Testing.** Contractor shall permit (after notice and at reasonable times) audits, inspections, and testing desired by City relating to any matter which is the subject of this Contract. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Contract.
- 8.4 **Participation in Other Proceedings.** At City's request, Contractor shall allow itself to be joined as a party in any legal proceeding that involves City regarding the design, construction, installation, operation, or maintenance of any Project that is the subject of this Contract. This provision is for the benefit of City and not for the benefit of any other party.
- 8.5 **No Waiver.** The failure of Contractor or City to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to later enforce the provision in accordance with this Contract in the event of a continuing or subsequent default on the part of Contractor or City.
- 8.6 **Trade Secrets and Confidential Information.** Contractor acknowledges and agrees that: (i) all Construction Documents and other plans, data, documentation and information which Contractor may obtain from City, from the Architect or Engineer, or from City's, employees or consultants or agents, or on City's premises, with respect to the Work, City's inventions, designs, improvements, trade secrets and other private matters, whether or not patentable, trademarkable or copyrightable, and all work product and other information resulting from Contractor's services, which are not generally publicly known (collectively, the "Trade Secrets") are the trade secret property of City and may be classified as Sensitive Security Information pursuant to 49 CFR § 1520.7; and (ii) all of City's information, plans, processes, methods, techniques and other intellectual properties of value to City, whether or not patentable, trademarkable or copyrightable (collectively, the "Confidential Information") are, together with the Trade Secrets, owned, as between Contractor and City, exclusively by City. The terms "Trade Secrets" and "Confidential Information" do not include information that City identifies in writing as not confidential, that rightly is or becomes publicly known, or that Contractor otherwise knows or receives without obligation of confidence.

Contractor further acknowledges and agrees that the Trade Secrets and Confidential Information represent a substantial investment by City, and shall, until Substantial Completion of all of the Work under this Contract and for a period of three (3) years after expiration of this Contract or the last Task Order issued under this Contract, whichever later occurs, or longer if required by Applicable Law, for all purposes be regarded by Contractor and its employees, agents and consultants as strictly confidential and trade secret properties of City, whether or not all or any portion of such Trade Secrets or Confidential Information is or may be validly copyrighted or patented. Contractor also acknowledges and agrees that any disclosure or use of such Trade Secrets or Confidential Information, except as otherwise authorized by City in

writing, or any other violation of the confidentiality provisions of this Contract, would be wrongful and cause immediate and irreparable injury to City.

Contractor agrees to exercise its best efforts to insure the continued confidentiality and exclusive ownership by City of all Trade Secrets, Confidential Information and all of City's proprietary information known, disclosed or made available to it, or to any of its employees or agents or consultants, as a result of this Contract or its relationship with City. Except as required in performance of the Work pursuant to the terms and conditions of this Contract and any Task Order issued under it, neither Contractor nor its employees or agents or consultants or Subcontractors or Suppliers shall, until the termination or expiration of this Contract or the last Task Order issued under it, whichever later occurs, or longer if required by Applicable Law, without the express prior written consent of City, redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any Trade Secrets or Confidential Information of City. Contractor further agrees to cooperate with City's reasonable confidentiality and other requirements which may be established from time to time, and immediately notify City of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Contractor becomes aware or should, by reasonable diligence, be aware.

Contractor shall have the right to disclose: (i) for purposes of soliciting bids from Subcontractors or Suppliers, Contract Documents that normally are disclosed for bidding purposes; and (ii) Trade Secrets or Confidential Information pursuant to the order of a governmental authority or court having appropriate jurisdiction, provided that in the event of such an order, City shall be notified and provided with a copy of the order at least five (5) days prior to Contractor's disclosure of information pursuant to the order.

All work product of Contractor, its agents, employees, Subcontractors or Suppliers performed pursuant to this Contract (collectively, the "Work Product") shall be deemed, to the greatest extent possible, "works made for hire" (as defined in the Copyright Act, as amended 17 U.S.C.A. § 101 et seq.) and owned exclusively by City. Contractor unconditionally and irrevocably transfers and assigns to City all right, title and interest in and to any Work Product, including, without limitation, all patents, copyrights, trademarks, service marks and other intellectual property rights, upon payment to Contractor of amounts owed under this Contract. Contractor agrees to execute and deliver, and cause his employees and agents and all Subcontractors and Suppliers to execute and deliver, to City any transfers, assignments, documents or other instruments which City may deem necessary or appropriate to vest complete title and ownership of any Work Product, and all rights in it, exclusively in City.

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

CITY OF ATLANTA _____ MAYOR ATTEST: _____ MUNICIPAL CLERK RECOMMENDED: _____ COMMISSIONER, DEPARTMENT OF PARKS AND RECREATION _____ CHIEF PROCUREMENT OFFICER APPROVED AS TO FORM: _____ CITY ATTORNEY	CONTRACTOR BY: _____ NAME: _____ TITLE: _____ _____ SECRETARY/ASSISTANT SECRETARY (SEAL) LIMITED LIABILITY COMPANY: BY: _____ NAME: _____ TITLE: _____ _____ NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: _____
--	---

AGREEMENT – EXHIBIT LIST

Exhibit A:	Authorizing Legislation
Exhibit B:	N/A
Exhibit C:	N/A
Exhibit D:	Insurance and Bonding
Exhibit E:	N/A
Exhibit F:	N/A
Exhibit G:	General Conditions
Appendix A:	Office of Contract Compliance Requirements

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
**FC-8741 Miscellaneous Repair and Construction Services Under \$250K for ADA
and Other Improvements**

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 Exhibit D 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 Exhibit D, 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Exhibit D 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 Accord 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 Accord 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 Exhibit D 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 Exhibit D. 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
- 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 Exhibit D.

D. Installation Floater

Contractor/Consultant shall procure and maintain policy for Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

E. 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.

F. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **250,000** 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 AND PERFORMANCE BONDS

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, Georgia

"Project" Miscellaneous Repair and Construction Services Under \$250K for ADA and Other Improvements

"FC No." 8741

"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 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 Section 13-10-1 and 36-82-101 *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

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, Georgia

"Project" Miscellaneous Repair and Construction Services Under \$250K for ADA and Other Improvements

"FC No." 8741

"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 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. Sections 13-10-1 and 36-82-101, *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

EXHIBIT E

EXHIBIT F

EXHIBIT G

APPENDIX A



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

February 15, 2016

**RE: Project No.: FC- 8741, Miscellaneous Repair & Construction Services Under \$250K
for ADA and Other Improvements**

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.

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CITY OF ATLANTA

Kasim Reed
Mayor

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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-8741, Miscellaneous Repair & Construction Services Under \$250K for
ADA and Other Improvements**

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

236220 Commercial General Construction

The EBO goals for the trade categories listed in this project are:

35% 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.

Small 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 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.prismscompliance.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

[Type text]

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

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.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by AWDA on a case by case basis for applicability. Once AWDA has made the determination that the First Source Jobs Program is applicable, the successful prime contractor (and all subcontractors associated with the awarded project) is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. **AWDA has determined that the first source Jobs program is applicable for this project.** For more specific information about the First Source Jobs Program contact:

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

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone: _____

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

This _____ day of _____, 201__.

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

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

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

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

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

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

Contractor

