

REQUEST FOR QUALIFICATIONS

CITY OF FOREST PARK

Project # 09172021

PROJECT OVERVIEW

Services Being Provided: This project is to provide On- Call Plumbing Repairs and Maintenance Services.

Using Department: Department of Public Works

Pre-Qualification Conference: Each Offeror is strongly encouraged to attend the Pre-Bid/Proposal Conference on the 28th of September 11:00a.m at the City Council Chambers. All Conferences will be held at City of Forest Park City Hall 745 Forest Parkway, Forest Park, GA 30297.

Question Deadline: All questions must be submitted in writing no later than 5:00p.m. on October 8, 2021 via email to ageeter@forestparkga.gov.

Qualification Statement Deadline: All Qualification Statements submitted must be delivered to the City of Forest Park Department of Procurement no later than 2:00 p.m. on the 22nd of October.

City's Contact: Girard Geeter, Procurement Manager via e-mail at ageeter@forestparkga.gov. Phone Number 470-889-9087.

Each Proponent should submit one (1) original document and three (3) copies for the evaluation process in a three (3) ring binder.

Part I

Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this Request for Qualifications (“RFQ”) of information provided by Proponent on forms provided by the City in this RFQ.

Information drafted and provided by a Proponent (to be submitted as Volume I of the Proposal), further details are provided hereinafter.

Information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFQ (to be submitted as Volume II of the Proposal), further details are provided hereinafter.

2. **Minimum Qualifications:**

- 2.1 Each Proponent shall have a minimum of three (3) consecutive years within the last five (5) years of experience in the operations and management of a plumbing repair and maintenance company for major facilities and/or land areas. Qualifications should include similar scope such as experience in other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/ facilities/complexes, major colleges/universities.

- 2.2 The Georgia Licensed Master Plumber shall have a minimum of 5 years out of the last 7 years full time seasonal experience in a supervisory position in plumbing repair and maintenance on projects of similar scope as described in 2.1. The Plumbing Repair and Maintenance Manager shall program and coordinate all activities concerning the Work.

- 2.3 The Journeyman Plumber shall have a minimum of three 3 years’ experience in plumbing repair and maintenance services on projects of similar scope. The Supervisor shall be fully capable of supervising all labor forces, executing all Work, managing people and shall be totally responsible to the Plumbing Repair and Maintenance Manager.

- 2.4 The Plumber Helper shall have a minimum of one (1) year experience in plumbing repair and maintenance services on projects of similar scope.

- 2.5 The staff identified in this proposal must adhere to the following: Proponent shall employ at least one (1) Georgia Licensed Master Plumber, one (1) Journeyman Plumber, and one (1) Plumber helper, working for said Proponent at least one year prior to submission of proposal. Proponents shall provide with their proposal resumes and license numbers of all plumbers available for this contract. Should the need arise; Proponent shall have sufficient resources to be able to respond to more than one job at a time.

- 2.6 Each Proponent must be able to bond up to 1 hundred thousand (\$100,000) dollars to qualify. Include a letter from your surety stating your company is bondable up to 1 hundred thousand (\$100,000) dollars.
- 2.7 The initial Term of this Contract is three (3) years. The City shall have the right, in its sole discretion, to renew this Contract for two (2) additional two (2) year terms.
3. **Volume I (Information drafted and provided by Proponent):** The information drafted and submitted by Proponent in response to this RFQ, which must be set forth in and include each of the following parts: General Summary of Task Order Process; Anticipated representative projects that may be the subject of a task order are included in the Scope of Work in Exhibit A: Scope of Work and Technical Specifications.
- 3.1. **Title Page:** The title page must contain the following information:
- 3.1.1 **Plumbing Repairs and Maintenance Services.** 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. 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. **Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:
- 3.2.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and email address, as well as the legal structure of the entity and a listing of major satellite offices.
- 3.2.2 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.
- 3.3. **Organizational Structure/Key Personnel and Resumes.** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.3.1 Describe the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- 3.3.2 Provide the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services.
- 3.3.3 Provide a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.3.4 Provide resumes for key personnel you intend to assign to this Project for the following positions: Georgia Licensed Master Plumber, Journeyman Plumber, Plumber Helper. 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.
 - 3.3.4.1 Resumes should be organized as follows:
 - 3.3.4.2 Name and Title;
 - 3.3.4.3 Professional Background;
 - 3.3.4.4 Current and Past Relevant Employment;
 - 3.3.4.5 Education;
 - 3.3.4.6 Certifications;
 - 3.3.4.7 List of Two (2) Relevant Projects, including:
 - 3.3.4.7.1 Client Name;
 - 3.3.4.7.2 Project Description;
 - 3.2.4.7.3 Role of the Individual; and
 - 3.2.4.7.4 Client List/Reference Contact.

3.4 Firms Overall Project Experience, Qualifications, and Performance on Previous Similar Projects.

- 3.4.1 Describe the Proponent company history of the firm's experience providing plumbing services. The Proponent shall have a minimum of three (3) consecutive years within the last five (5) years of experience in the operations and management of plumbing of similar scope such as experience in other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/ facilities/ complexes, major colleges/universities.
- 3.4.2 Provide a matrix of three (3) relevant projects within the last five (5) years of similar size and scope, including client name, project

description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

3.5 Staffing and Work Plan:

3.5.1 Describe how the Proponent will ensure staffing needs are met for the delivery of services and duties as outlined in Exhibit A.

3.5.2 Provide an operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working on site.

3.4.1 Provide a list of physical resources the Proponent owns, including equipment, vehicles (include the year and model when identifying equipment and vehicles).

3.6 Quality Control Plan Approach: Proponent must submit an executive level plan describing 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).

3.7 Procurement Plan: Proponent must submit an executive level approach (3 pages maximum) to the competitive and open procurement of subcontractors/subconsultants, materials, supplies and equipment required to complete a project. The plan must address the bonding requirements it will require of the subcontractors as well as any bonding assistance available to subcontractors.

3.8 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 must submit their current Experience Modification Rate (EMR). If an EMR is not available, each Proponent and its proposed subcontractors/subconsultants must submit a written statement detailing each one's safety records on its last 3 projects listed in the Proponent's reference., Include 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. Attach OSHA Form 300A - Work Related Injuries and Illnesses, as required by the U. S. Department of Labor, for the past 36 months (Provide OSHA Recordable Incident Rate (Year 2017) and OSHA Lost Days Away Incident

Rate (Year 2017). This is applicable to site construction and installation activities only. (Do not submit the Proponent's Safety Manual).

- 3.9 **Surety Letter Regarding Bonding History:** Each proponent and/or member of the joint venture must submit its history of providing bonds on projects over the past five (5) years by supplying notarized letters from its surety companies stating the name of the project, bonded amount, project status and any surety activity/involvement/claims associated with the project delivery. Include a letter from your surety stating your company is bondable up to 1 hundred thousand (\$100,000) dollars.
- 3.10 **Local, Small Business, Diversity Program:** Proponent must provide an executive level plan (3 pages maximum) for achieving, at a minimum, the City LSBDB participation goals including the description of their plan for performing good faith outreach efforts. The plan must include any bonding assistance the Proponent will make available to Subcontractors. The plan should include purchasing from Local businesses and hiring Local Labor. **(25% goal)**
4. **Cost Proposal:** Each winning Proponent will cost out each task order on a task order basis. Each task order will vary based upon the specific scope assigned to each task order.
5. **Submission of Proposals:**
 - 5.1. All Proposals must be submitted to the Department of Procurement 745 Forest Parkway, Forest Park, Ga. 30297 no later than 2:00 P.M., ET on October 22, 2021.
 - 5.2. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.
6. **Responsiveness and Responsibility:**
 - 6.1. The responsiveness of a Proponent is determined by the following:
 - 6.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 - 6.1.2. The completeness of all material, documents and/or information required by the City; and
 - 6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
 - 6.2. The responsibility of a Proponent is determined by the following:

- 6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
- 6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
- 6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
- 6.2.4. The quality of performance of previous contracts or work;
- 6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
- 6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
- 6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria may include but not be limited to those factors contained in sections 3-1-16 of the City of Forest Park Code of Ordinances. **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 RFQ by reference. Each Proponent also agrees to participate and abide by all requested information and abide by all City Programs. The City will select three Plumbers for these services.**

- 8. Applicable Diversity Program:** The City's Diversity Program applicable to this procurement. By submitting a proposal in response to this procurement, each proponent agrees to comply with such applicable Diversity Program. **(25%)**

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBDD participation goals are set on a task order- by- task order basis for each specific prime task order with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize small, minority or woman-owned businesses whenever possible.

Included in this RFQ are subcontracting/ subconsultant forms (Form 10) that each winning Proponent will be required to complete when issued a task order. These forms are provided in this RFQ for your information only, but must be completed when a task

order is issued and subcontracting opportunities exist for the use of local, veteran-owned, minority, women, and disadvantaged business enterprises.

Each Proponent must propose to achieve the LSBD participation goal that is equal or greater than the percentage required. Each Proponent will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under our Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non-responsive for that task order.

To be submitted post-award:

LSBD Participation Report – Task Order Goal: Report detailing percentage of LSBD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a task order basis.

Part II

Information to Proponents

1. **Services Being Procured:** This Request for Qualifications (“RFQ”) from qualified proponents (“Proponent” or “Proponents”) by the City of Forest Park (the “City”), seeks to procure the services (“Services”) detailed in the Scope of Services.

2. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall 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.

5. **Proposal Deadline:** Your response to this RFQ must be received by the Department of Procurement, no later than 2:00 P.M., ET on the date specified in Part I: Contents of Proposals/Required Submittals. Any Proposal received after this time will not be considered and will not be accepted by the City.

6. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the scheduled Pre-Proposal Conference. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly.

7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFQ should be submitted in writing to the City’s contact person as designated in the RFQ on or before the date so designated. Questions received after the designated period will not be considered. Any response made by 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.forestparkga.gov**. No Proponent may rely on any verbal response to any question submitted concerning this RFQ. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this RFQ. All communications by any Proponent concerning this RFQ must be made to the City’s contact person, or any other City representatives designated by the Procurement Manager in writing.

8. **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.

9. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]” (Form 13)

10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFQ will be issued on each and every task order (i.e., payment and performance bonds), but each proponent must include a copy of their liability accord insurance document with this proposal submittals. Each Proponent must show proof from their surety that their company can be bonded up to 1 hundred thousand (\$100,000) dollars.

11. Applicable Diversity Program: The City's Diversity Program applicable to this procurement. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

12. Special Rules Applicable to Evaluation of Proposals: A Proponent may submit subcontractors/subconsultants or equipment manufacturers with their proposal they plan to use on their task order. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability, resources or experience are deemed inadequate. **This will apply to each and every task order.**

13. Examination of Proposal Documents:

- 13.1. Each Proponent is responsible for examining, with appropriate care, the complete RFQ and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

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

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

14. Oral Presentations and Demonstrations: All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion. The top three proponents based on the evaluator scores will be selected to move forward with a service contract. In the case of a tie, oral presentations will take place with the third ranked proponents for that third selection.

15. Cancellation of Solicitation: This solicitation may be cancelled in accordance with the City's Code of Ordinances.

16. Disqualification of Proponents: Any of the following may be considered as sufficient for disqualification of a Proponent and the rejection of the Proposal:

- a. Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Proponents;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any

Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;

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

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

18. Illegal Immigration Reform and Enforcement Act: This RFQ is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the 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 (Form 2), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with 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 (Form 2) 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 (Form 2). 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 (Form 2) precedes the Affidavit.

19. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.

20. Electronic Proposal Documents. This RFQ is being made available to all Proponents by electronic means. By responding to this RFQ, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFQ, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFQ in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFQ document is available at www.ForestParkga.gov.

21. Title VI Solicitation Notice. The City of Forest Park, in accordance with the provisions of and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.

22. Proposal Requirements: The Proponent must submit one (1) original and three (3) copies of its proposal. The Proposal must be submitted in a three (3) ring binder, indexed as outlined in Part I, Content of Proposal.

PART III

Percentage Evaluation Form

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 RFQ.

Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
20	Organizational Structures and Resumes	
30	Firms Overall Project Experience, Qualification, and Performance on Previous Similar Projects	
25	Staffing and Work Plan	
5	Quality Control Plan	
10	Procurement Plan	
5	Local, Small Business, and Diversity Program (Outreach Plan)	
5	Financial Capability (Form 3)	
100%	Total Score	

PART IV

SUBMITTAL CHECKLIST

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.

Item #	Required Proposal Submittal Check Sheet	Check (v)
1	Title Page	
2	Executive Summary	
3	Organizational Structure/Key Personnel	
4	Experience and Past Performance	
5	Staffing and Work Plan	
6	Quality Control Plan Approach	
7	Procurement Plan	
8	Safety Record and Experience	
9	Surety Letter Regarding Bonding History	
10	Local, Small Business, Diversity Program Plan (Outreach Plan)	
11	Form 1: Proposal Submittal Letter Form	
12	Form 2: Illegal Immigration Reform and Enforcement Act	
13	Form 3: Contractor's Statement of Legal Status and Financial Capability	
14	Form 4: Acknowledgement of Insurance and Bonding Requirements	
15	Form 5: Acknowledgment of Addenda	
16	Form 6: Proponent's Contact Directory	
17	Form 7: List of Clients	
18	Form 8: Schedule of Contract Fully Burdened Labor Rates	
19	Form 9: Fee Acknowledgement Letter (Non-Applicable)	
20	Form 10: Local, Small Business, Diversity Program (Applicable with each task order)	
21	Form 11: Non-Collusion Affidavit	
22	Form 12: Certification Regarding Debarment, Suspension, and Other Matters	
23	Form 13: Trade Secret Status	
24	Joint Venture Agreement (if applicable)	
25	Georgia Plumber's License(s)	
26	State of Georgia Certificate of Existence	

FORM 1
PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Proposal or Proposal will be Deemed Non-responsive.

RFQ # _____

The undersigned, _____, hereby submits its proposal to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFQ to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the Proposal made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the RFQ including, but not limited to, the RFQ Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the RFQ.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____, _____.

By: _____

Title: _____

Sworn to and subscribed before me the _____ day of _____, _____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

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

1. The attached Contractor Affidavit (Form 2) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the 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(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Contractor (Legal Name of Offeror)

Name of Project/Solicitation Number

Name of Public Employer

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

Executed on _____, ____, 20__ in _____ (City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 2b)
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) 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 (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the 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 (*mm/dd/yyyy*)

Name of Subcontractor (*Legal Name*) Name of Project/Solicitation Number

Name of Public Employer

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

Executed on _____, ____, 20__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

For official and confidential use by the City of Forest Park, Georgia

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified **Contractor** has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:

FOREST PARK Solicitation #: _____

Project Name: _____

2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____
(hereinafter "Contractor")

2. Mailing Address: _____

City/State/Zip: _____

3. If at this address less than 1 year, prior address: _____
_____ City/State/Zip: _____

4. Primary contact regarding this information: _____

5. Telephone Number: _____

6. Email Address: _____

C. Development Entity. The Development entity named above is:

- A sole proprietorship – Soc. Sec. # _____
- A corporation – FID # _____
- A nonprofit or charitable institution or corporation – FID # _____
- A partnership _____ – FID # _____
- A business association or a joint venture – FID # _____
- A limited liability company – FID # _____
- A Federal, State, or local government or instrumentality thereof
- Other / explain: _____

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. Date of organization: _____

2. State of organization: _____

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

Name, Title, Address, ZIP Code	Description of interest/relationship	% of Ownership Interest

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

Yes No

If Yes, provide the following information:

Corporation/Firm	Relationship to Contractor	Common Officers/Directors/Owners/ Trustees/Representatives
Name Address		
Name Address		

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?

Yes No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation,

or any of the Contractor's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

Yes No

If Yes, provide the following information:

Name	Court	Date	Status

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? (*attach additional sheets if needed*)

Yes No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any past or pending criminal litigation?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Charge/Current Status

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Current Status

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

Yes No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor’s obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor’s ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

Yes No

Project Name	Description	Date

O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor’s financial capacity and capability to complete the project.

CERTIFICATION

I * _____ certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

FORM 4

Acknowledgement of Insurance and Bonding

I _____ on behalf of _____
("Proponent"), acknowledge that if selected as the successful Proponent for (enter
project name and number) _____,
Proponent shall comply with all insurance and bonding requirements for the project
listed above and any other attachments to the RFQ which pertain to insurance and/or
bonding.

Proponents understands that it is expected to share these requirements with potential
sureties and insurance brokers, agents, underwriters, etc. prior to the award of a
contract and to take all necessary steps to ensure compliance with the applicable
requirements without delay. The Proponent understands, acknowledges and agrees
that any failure to fully comply with the insurance and bonding requirements within 10
days of the date the Proponent receive a final contract.

By executing this Acknowledgement of Insurance and Bonding requirements, I
represent that the Proponent understands and agrees to comply unconditionally with all
requirements. I represent that I am authorized to make the representation contained
herein on behalf of the Proponent.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS

The purpose of the Offeror 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 an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

**Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references. The references provided shall not be from the same project and must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror's past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Required Submittal (FORM 7)
Reference List (cont.)

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

PROPONENT NAME: _____

Position	Raw Rate	Multiplier	Fully Burdened Labor Rate
Georgia Licensed Master Plumber			
Journeyman Plumber			
Plumber Helper			
Estimator			
Scheduler			

¹ Actual salary paid to employees of the Joint Venture Companies - proof of payment is required upon Contract award and invoicing.

² Fully Burdened Labor Rate - The actual cost paid or incurred by a company that is directly attributable to maintaining an employee including the employee's salary, statutorily required taxes, insurance, contributions, assessments, etc. as well as customary benefits provided to the company's employees per the company's printed policies such as medical and health benefits, sick leave, vacation, holidays, pensions, etc. The fully burdened labor rate also includes any consideration for overhead but NOT profit. The Joint Venture blended overhead apportioned to this contract is accounted by a multiplier applied to the raw rates which results in the Fully Burdened labor Rate. The City reserves the right to audit this multiplier. The fully burdened labor rates shall be used in the preparation of all Task Orders and Change Orders.

FORM 9
Fee Acknowledgement Letter

Please transfer statement below on Company Letter Head and Sign

FORM 10
Local, Small Business, Diversity Program

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBSD participation goals are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize small, minority or woman-owned businesses whenever possible.

Included in this RFQ are subcontracting/ subconsultant forms (Form 10) that each winning Proponent will be required to complete when issued a task order. These forms are provided in this RFQ for your information only, but must be completed when a task order is issued and subcontracting opportunities exist for the use of local, veteran-owned, minority, women, and disadvantaged business enterprises.

Each Proponent must propose to achieve the LSBSD participation goal that is equal or greater than the percentage required. Each Proponent will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under our Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non-responsive for that task order.

To be submitted post-award:

LSBSD Participation Report – Contract Goal: Report detailing percentage of LSBSD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a contract.

SUB-CONTRACTOR/SUPPLIER UTILIZATION

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the project participation plan for sub-contractor/supplier **utilization** and submit the form once assigned a task order. **Failure to submit this form may result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the project.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification of Owner: Provide the minority code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Task Order Amount: Enter the estimated % of the total task order amount for which the minority will be paid.
9. Sign and date the form.

Estimated Dollar Value of the Work / Total Task Order Amount = % of Total Task Order Amount

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

Example

List all Majority, Minority, and Female Business Enterprise subcontractors/suppliers, including lower tiers, **to be used** on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work to be Performed	Owner of Business (see code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
John Smith	Company ABC 123 Main Street Forest Park, GA 30297 770-123-4698	Yes	Hauling	MBE	\$4200	8.4%

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority, and Female Business Enterprise subcontractors/suppliers, including lower tiers, **to be used** on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work to be Performed	Owner of Business (see code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the task order. **Failure to submit this form may result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

Example:

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
John Smith	Company ABC 123 Main Street Morrow, GA 30260 770-123-4698	Yes	Hauling	DBE	Will perform as sub

**CITY OF FOREST PARK
SUBCONTRACTOR CONTACT FORM**

List all subcontractors or suppliers that were **contacted** regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

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

Signature: _____ Contact No: _____ Date: _____

POST AWARD – LSB D PARTICIPATION REPORT – CONTRACT GOAL

Instructions To Contractors

The prime contractor must complete the participation report and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. Failure to submit this form will result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. VOB/MBE/WBE/DBE Amount: The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total contract amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

It is not necessary to complete this form if there are no subcontracting opportunities available for the use of VOB/MBE/WBE/DBE firms.

POST AWARD – LSB D PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSB D GOAL _____

VOB/MBE/WBE/DBE AMOUNT \$: _____

NAME OF APPROVED VOB/MBE/WBE/DBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL VOB/MBE/WBE/DBE EARNINGS TO-DATE: _____

% CONTRACT: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY COFP AT ANY TIME.

SIGNED _____
CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

FORM 11
NON-COLLUSION AFFIDAVIT

The undersigned proponent or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the proposal to be proposed by anyone at such letting nor to prevent any person from proposing nor to include anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposing. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FORM 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Agent

Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 13

TRADE SECRET STATUS

Exhibit A:

ON- CALL PLUMBING REPAIRS AND MAINTENANCE SERVICES TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This document provides for a total comprehensive Plumbing Maintenance Service proponent to provide labor, material and equipment to perform repairs/new installations, for facilities owned and operated by the City of Forest Park on an as needed basis twenty-four (24) hours, *seven (7) days* per week basis.

The City contemplates selecting three (3) firms for an award of Contracts pursuant to this RFQ.

A Task Order will be issued on an as-needed basis. The award of a Contract pursuant to this RFQ 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 RFQ.

1.1 SERVICE

Projects shall include, but not limited to adding, *Backflow Devices*, Grease Traps and Interceptors, adding Meters, Water Lines, and replacing / repairing of Pumps. The Proponent will be held accountable for all demolition or alteration of existing system; in which case all material and debris shall be cleaned up and removed from site.

1.1.1 The following are Plumbing services that will be required. This is not an all-inclusive list. Other types of repairs and services may be required.

- a. Camera and Video pipes
- b. Drain cleaning
- c. Meter replacement
- d. Water Line repair and installation
- e. Sewer line repair and installation
- f. Grease trap installation
- g. Backflow prevention, installation, testing and repair
- h. Water heater installation
- i. Hi- Velocity water jet cleaning
- j. Pump repair and replacement
- k. Lift station repair
- l. Drain pipe relining
- m. Installation of plumbing fixtures (toilets, faucets, sinks showers, etc.)

1.1.2 The extent and character of the services to be performed by the Proponent shall be subject to the general control and approval of the City of Forest Park's authorized representative(s). The firm shall not comply with requests and/or orders issued by other than City of Forest Park or authorized representative(s) acting within their authority for the City of Forest Park. City of Forest Park reserves the right to make changes to the contract. Any changes that are made must be approved by the City of Forest Park in writing.

1.2 GENERAL

The proponent shall provide all materials and labor necessary to perform renovations, installation or alteration of the plumbing systems, fixtures and any and all other components per drawings and specifications of City of Forest Park.

1.2.1 Proponent shall provide all labor and materials necessary to perform maintenance on or repair plumbing systems at all City of Forest Park owned facilities. Work may be performed on the exterior or interior of buildings.

1.3 LABOR CHARGES

All work shall be scheduled at convenience of the City of Forest Park, as not to interfere with the City of Forest Park's conducting of business. In the event the proponent is required to perform work other than Monday thru Friday from 7:30 a.m. to 5:00 p.m., and emergency call proponent shall charge no more that 1-1/2 times the fixed hourly rate for the individual performing the service.

1.3.1 This rate shall be only charged with prior authorization from an authorized designee of the requesting Department. Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The City of Forest Park shall accept no proposal with a minimum charge stipulated.**

1.3.2 Regular time will be the City's normal business hours, 7:30 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the City.

1.3.3 The proponent will need to factor in travel when developing the annual cost to complete the contract.

1.3.4 Overtime will be work done at times other than normal business hours.

Proponent must have prior verbal and/or written approval to work overtime.

- 1.3.5 Holiday rates go in effect on the holidays observed by the City. Currently these holidays are observed by the City of Forest Park:

New Year's Day.....	January 1 st
Martin Luther King, Jr Birthday.....	January 15 th
Memorial Day.....	May, Last Monday
Juneteenth.....	June 19 th
Independence Day.....	July 4 th
Labor Day.....	September, First Monday
Thanksgiving.....	November, 4 th Thursday and Friday
Christmas Eve and Day.....	December 24 th and 25 th

- 1.3.6 No additional fees will be allowed for truck mileage and/or trip charges.
- 1.3.7 Service calls will normally be responded to with a Journeyman Plumbers ONLY. The City must authorize any additional personnel. If additional personnel are necessary, they are to be apprentices unless the service requires a master plumber.
- 1.3.8 If during the course of work the proponent experiences a conflict with the plans/scope of work, all applicable federal, state, and local laws, rules, regulations, ordinance and codes, the proponent shall notify the requesting Departments authorized designee or his representative before proceeding with work.
- 1.3.9 The Proponent shall submit shop drawing of all additions and modifications as requested by the requesting Departments authorized designee. Drawings are to be of good and lasting quality as determined by the City of Forest Park authorized designee.

2.0 WORK STANDARDS

All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the City of Forest Park. All work shall conform to the City of Forest Park and City of Forest Park Building Codes.

- 2.1 All work performed by the Proponent shall be to a professional standard, complying with requirements of the applicable edition of the Uniform plumbing Code, Uniform Building Code, State and Local Building codes.

3.0 **MINIMUM QUALIFICATIONS**

The staff identified in this proposal must adhere to the following: Proponent shall employ at least one (1) Georgia Licensed Master Plumber, one (1) Journeyman Plumber, and one (1) Plumber helper, working for said Proponent at least one year prior to submission of proposal. Proponents shall provide with their proposal resumes and license numbers of all plumbers available for this contract. Should the need arise; Proponent shall have sufficient resources to be able to respond to more than one job at a time. Each Proponent must provide a letter from your surety stating you are bondable up to (\$100,000) one hundred thousand dollars. Each Proponent must also have the ability to obtain payment and performance bonds up to (\$100,000) one hundred thousand dollars.

3.1 **PROPONENT RESPONSIBILITIES**

At their expense, the Proponent shall:

- a. Provide competent supervision;
- b. Provide competent workers;
- c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence;
- d. Perform work without unnecessarily interfering with COFP activities or other Proponent(s);
- e. The Proponent shall be responsible for all necessary measurements and for the accurate fitting of all work. The Proponent shall be responsible for any damage to the facility or any equipment inside during this contract. Any such damage will be repaired by the Proponent at his/her expense and to the satisfaction of the City of Forest Park;
- f. The Proponent shall be responsible for any damages to existing, driveways, sidewalks, curbs, gutters, utilities, other public facilities, or to private property caused by the Proponent's operations;
- g. The Proponent shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Upon completion and before making application for acceptance of the work, the Proponent shall clean the work-area with the work, of all rubbish, temporary structures and equipment;
- h. The Proponent shall be responsible for maintaining the work area in such a

manner that the City of Forest Park staff may continue to work in the facility;

- i. The Proponent shall be responsible (along with COFP) for the coordination of the operations of all trades, SUBCONTRACTORS, or materials suppliers engaged under this contract. Proponent shall be a state registered Class B Proponent. Principal shall be a licensed master plumber. Contractor should possess the ability to conduct plumbing testing and submit appropriate documentation, per standards of the 2009 International Plumbing Codes (IPC);
- j. Contractor should possess the ability to survey drain lines and installations and produce documentation including operation and maintenance manuals (O&M) and full CAD drawings, or coordination assistance for the same;
- k. Contractor should possess the ability to provide project management for major plumbing installations;
- l. Contractor should possess the ability to conduct drain audits, identifying drainage improvements and prepare calculations of potential cost-savings/pay-backs.

3.2 REFERENCES

The references list shall be purchasers/users of the services proposal. The contact person shall be someone who has responsibility for the monitoring of the service. References from Georgia are preferred. The proponent shall include, with their proposal, a list of at least three (3) current references for whom comparable work has been performed. This list shall include Company Name, Person to Contact, Address, and Telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.

3.3 SUBCONTRACTORS

The Proponent may include a list of all subcontractors required with each task order assigned. The City of Forest Park reserves the right to reject the successful proponent's selection of subcontractors. Specialized service beyond the reasonable capabilities of the Proponent may be subcontracted at no additional cost to the City of Forest Park. The Proponent accepts full responsibility for the quality and timeliness of the subcontracted work and provides an unconditional guarantee of quality of subcontracted work, whether completed on/off-site.

3.4 SAFETY

The proponent and subcontractors performing services for the City of Forest Park are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, and City Safety and any other applicable rules and regulations. Also, the proponent and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site SAFETY: Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

4.0 CONDITIONS

- 4.1 All buildings, appurtenances and finishing's shall be protected by the Vendor from damage, which might be done or caused by work performed under this contract.
- 4.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- 4.3 The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

5.0 EQUIPMENT

The proponent shall own and have in good repair all equipment necessary to perform the desired services, and the equipment necessary to complete related tasks.

6.0 RESPONSE TIME

The proponent shall respond to regular service calls within one (1) day, or at such an interval or schedule as mutually agreed upon by the proponent and the City of Forest Park. The proponent shall submit estimates for service calls.

- 6.1 The proponent shall respond to request for emergency calls within two (2) hours after notification to unstop blockages to the facility. For the purpose of this proposal, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect essential services(s) as determined by the requesting Departments authorized designee or his representative.
- 6.2 The Proponent shall provide the City of Forest Park with a twenty-four (24) hour emergency contact phone number.

7.0 PERMITS

It shall be the responsibility of the Proponent to comply with City of Forest Park and City of Forest Park ordinances by securing the necessary permits.

8.0 LICENSE REQUIRMENTS

All proponents doing business with the City of Forest Park are required to be licensed in accordance with the City of Forest Park Ordinances.

9.0 COST OF MATERIALS

9.1 If materials used are purchased from a local plumbing supplier's stock, the successful Proponent shall charge the wholesale price less the percentage(%) discount offered by the Proponent on the Bid Proposal Form. The National Price Service is a pricing service used by most local suppliers.

9.2 If materials have to be ordered from the manufacturer or are not listed in the National Price Service, the successful Proponent shall charge the manufacturer's suggested wholesale price.

10.0 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workman like manner. The City of Forest Park may in writing, require the Proponent to remove any employees from work that the City of Forest Park desires. Further, the City of Forest Park may, from time to time, make inspections of the work performed under this contract. Any inspection by the City of Forest Park does not relieve the Proponent from any responsibility regarding defective parts, equipment or service.

11.0 CONDITION OF MATERIALS

All material shall be new (unless approved in writing by the requesting Department's authorized designee or his representative) and bear the U.I. listed approval for its installed application.

12.0 ESTIMATES

The proponent shall provide written "NOT TO EXCEED" estimates on all projects. This estimate shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Proponent shall respond to requests for estimates for non-emergency work with two (2) days and provide written estimates within five (5) days of the original request.

12.1 It shall be the proponent's responsibility to ensure they have all information to prepare accurate estimates. Price shall include all labor, supervision, materials, and equipment.

12.2 Work shall only be performed with the City of Forest Park's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the proponent's estimate. Unreasonable estimates shall be deemed cause to terminate this contract.

12.2.1 The proponent shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)

12.2.2 Firm bids are desired on task orders; bids that are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid, which is subject to an open or unlimited escalator clause, may be rejected. The City of Forest Park reserves the right to consider any bid which may be offered subject to an escalator clause, which is based on a nationally recognized index, which permits both upward, and downward escalation.

13.0 **REPAIR WORK**

Repair work shall be performed at the site unless by the nature of the required repairs it would be necessary to move a component to the Proponent's shop for repair. If unit is to be down for more than twelve hours, the City of Forest Park will be advised and informed of the nature of repairs. The City of Forest Park reserves the rights to outsource services and/or parts if downtime exceeds five (5) days, or the vendor is unable to obtain replacement parts/components within five (5) days.

14.0 **UNSATISFACTORY WORK**

In the event the work performance of the proponent is unsatisfactory, the proponent will be notified by the City of Forest Park and given seven-calendar days to correct the work, at no cost to the City.

Section 20 will outline the Contract Performance Reporting and the method that will be used to report on the Proponent's work performance.

15.0 **PROTECTION OF PROPERTY**

The proponent shall make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or

installations performed under this Contract, the Proponent shall replace or repair the same at no cost to the City of Forest Park. If damage caused by the proponent has to be repaired by the City of Forest Park, the cost of such work shall be deducted from the monies due to the proponent.

The Proponent shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Proponent shall be held reasonable for any and all accidents caused by negligence from this source. The using institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

16.0 **WARRANTY**

Proponent shall guarantee all work for a minimum period of one (1) year, plus any period specified by a manufacturer beyond a year. The guarantee, including all equipment and workmanship, shall be unconditional/without limitations, and shall become effective upon acceptance of work.

17.0 **USE OF BRAND NAMES**

Unless otherwise provided in Proposal Invitation, the name of certain brand make or manufacturer does not restrict proponents to the specific brand, make or manufacturer named; it convey the general style, type, character, and quality of the article desired; and any article which the City of Forest Park in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered.

18.0 **LABOR AND MATERIAL PRICING**

Proponents shall quote for labor required for installation and/or repair of plumbing parts/and or service that is not normally covered under the contract. This labor pricing guideline shall be used for repairing damages resulting from negligence, vandalism, fire, acts of God and war, and any other act beyond the control of the Proponent, including retrofitting and installation. For the purposes of this agreement, normal operating hours for the City of Forest Park shall be from 7:30 a.m. until 5:00 p.m., Monday through Friday.

19.0 **DELIVERY**

Proposal/task order must show number of days required to place material in using agency's receiving room or to complete services under normal conditions. Failure to state delivery time obligates proponent to complete delivery in 14 calendar days. A five (5) day difference in delivery promise may break a tie bid.

Unrealistically short or long delivery promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from proposal list. Delivery shall be made during normal working hours only, 7:30am to 5:00pm, unless prior approval for late delivery has been obtained from the City of Forest Park.

20.0 **CONTRACT PERFORMANCE REPORT**

Monthly Contractor Performance Reports will be completed by the City of Forest Park's personnel, outlining the overall quality and quantity of services provided by the proponent. A copy of the report will be released to the proponent, the Procurement representative and Public Works.

An annual Contract Performance Report will be completed and release to the City of Forest Park's Procurement Division and to the proponent.

21.0 **ADDITIONAL EQUIPMENT AND SERVICES**

The following equipment may be required to complete projects:

Leak Detection - Locate and repair water and gas leaks to ensure efficiency and safety.

Under Slab Plumbing Repair - Video inspection equipment is used to pinpoint any leaks underground and flooring.

Water Treatment - Disinfecting, filtration, odor control and recycling of water.

Water and Sewer Taps.

Backflow Devices - Protect the quality and safety of the potable water supply.

Water Heater Repair and Replacement - Gas, electric, or tankless.

Grease Traps and Interceptors - Installation of systems designed to separate greasy materials from wastewater that cause backups.

Electromechanical Snake - Capabilities of a plumbing snake with cameras attached that allow to more effectively work with clogs.

Drain Pipe Relining - Reline the pipe that is in place to avoid excavating and replacing.

Hi-Velocity Jet Cleaning - Suitable for storm or sewage drain lines alike with the ability to break through difficult blockages such as tree roots, silt and concrete slurry. Drain cleaning method using the power of water under high pressure.

Waterless Urinals - Installation of urinals and cartridges.

Water Coolers - Installation and repairs to coolers.

This **CONTRACT FOR ON- CALL PLUMBING REPAIRS AND MAINTENANCE SERVICES** (“Contract”) between the City of Forest Park, Georgia (“City”) and _____ (“Contractor”) is entered into effective _____, 2021 (“Effective Date”).

**ARTICLE 1
THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT**

Contract Name:	Contract No.
Contractor	City of Forest Park
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

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, judgment and staff, and to cooperate with City in Contractor's performance of any work under the Contract. This is a Task Order based agreement. Each Task Order, as defined in Exhibit A, must be executed in accordance with the terms of the Contract. 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 will 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-bid-build method, the design-build method, some combination thereof 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 and applicable, contain the drawings, narrative, 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 the terms and conditions contained in any Task Order issued under the Contract. Contractor further acknowledges and agrees a Task Order issued under the Contract will 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. Contractor further acknowledges that the City may award similar contracts to other contractors providing the same or similar services.

1.2 **Term.**

- 1.2.1 **Initial Term.** The initial Term of this Contract is three (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, per the terms and conditions of both the Contract and the Task Order, as long as such Task Order was issued prior to that expiration date of the Contract.

- 1.2.2 **Renewal Terms.** The City shall have the right, in its sole discretion, to renew this Contract for two (2) additional two (2) year terms 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 the City 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 ten (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 Work under it during any renewal Term authorized by the City.

- 1.3 **Authorization.** This Agreement is authorized by legislation adopted by City which is attached as **Exhibit B.**

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**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.** Task Order means a written order issued by the Owner for the performance of a specified project or service, including a defined scope of work, pursuant to the Contract. A Task Order shall not become effective until it has been executed by the Mayor or City Manager.
- 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**, 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.
- 2.4 **Insurance.** If Contractor is issued a Task Order, Contractor shall provide insurance in accordance with **Exhibit E**.
- 2.5 **General and Special Conditions.** The Work shall be performed in accordance with the Conditions and other requirements will be included in each Task Order, as appropriate.

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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 Plumber Contractors at the City’s sole discretion. However, the City reserves the right to seek a Task Order proposal from a single 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 Contractor(s) will develop a Task Order proposal using the delivery method and compensation basis directed by City for the Project based on the requirements, scope and criteria set forth in the solicitation document. At the City’s sole discretion, the City will award a Task Order to the most responsible and responsive Contractor in accordance with the criteria established in the City.
- 3.3 **Task Order Submittal Requirements:** Submittal requirements will be established on a Task Order by Task Order basis, however, in all cases Contractor is required to submit a separate General Conditions line item. The General Conditions submittal must include supporting documentation identifying Contractor proposed personnel, role and duration. Contractor acknowledges that personnel direct hourly rates are subject to validation by the City which may require certified pay roll submittals. Other General Conditions costs must be itemized including, as applicable, number of units, cost, and duration and cannot be submitted as “all-inclusive” lump sum prices.
- 3.4 **Labor Rates.** Contractor shall use these labor rates, as presented in **Exhibit C**, for the preparation of all Task Order proposals as well as for any pricing of adjustments for changes.
- 3.5 **Contractors Fee.** The Contractor’s Fee for any Work awarded to Contractor under this Contract is established at five percent (5 %).
- 3.6 **Delivery Methods and Compensation Basis.**
- 3.6.1 Delivery methods that the City may elect to use are traditional design-bid-build, design-build, construction management at risk, some combination thereof or any other industry accepted method.
- 3.6.2 Compensation basis can be lump sum, unit price, some combination thereof or any other industry accepted method.
- 3.6.2.1 **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. Contractor is required to submit a tabulation and analysis of all subcontractor bids received as well as the Contractor’s recommendation concerning award

of subcontract(s). In addition the Contractor must certify in writing that the Contractor has analyzed the bids and that the recommended subcontractor(s) General Conditions costs and fees in combination do not exceed twenty (20%) percent of the subcontractor bid.

3.6.2.2 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 and will be compared against the Department of Public Work's historical cost data base. Unless specified otherwise, unit prices shall include all direct costs, supervision management, overhead and fee.

- 3.7 **Reject Task Order Proposal.** If City rejects a Task Order Proposal, the Proposal shall be deemed withdrawn and of no effect.
- 3.8 **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.
- 3.9 **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 Code or any other method of procurement authorized by Applicable Law.
- 3.10 **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.
- 3.11 **Work Distribution:** The City is not required to equitably distribute work amongst the selected successful Contractors.

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**ARTICLE 4
SUBCONTRACTS**

- 4.1 **Goods and Services.** To the extent possible, Contractor will procure the goods and services in an open competition, public invitation to bid manner, published in electronic and/or print media. Contractor must document its good faith outreach efforts in identifying opportunities for Subcontractors and Suppliers to provide goods and services to Contractor in accordance with the City’s Supplier Diversity Policy.
- 4.2 **Open Competition.** In the event that the complexity of the Project, schedule requirements or other extenuating circumstances preclude open competition, Contractor may utilize a limited competition solicitation for Subcontractors and Suppliers to provide goods and services to Contractor in accordance with the following:
- 4.2.1 Contractor must identify and solicit bids from a minimum of three (3) qualified Subcontractors or Suppliers that have the expertise to complete the Work, or any portion of it, in accordance with the performance requirements of this Contract and associated Project documents.
- 4.3 **Subcontractor Selection.** If the Contractor bids the Work prior to submitting the Task Order proposal, the Contractor must include a tabulation of all Subcontractor bids received as well as a written recommendation for award of the Work. If the Work is not bid prior to the submission of a Task Order proposal, Contractor must submit a tabulation of all bids received and a written recommendation prior to awarding the Subcontract or Supply Agreement.
- 4.4 **Equipment.** Individual purchases of materials or leases of equipment amounting to less than \$1,000 each may be made without competitive selection when reasonably necessary to expedite the Work on the Project; however, Contractor shall not divide or separate a procurement in order to avoid the competitive requirements of in this Contract.
- 4.5 **Site Utilities.** Site utilities may be acquired at market rates from the entity(ies) providing such in the area.

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**ARTICLE 5
SCHEDULE, TIME OF COMMENCEMENT,
AND SUBSTANTIAL COMPLETION**

- 5.1 **General.** If City requests Contractor to submit a Task Order Proposal, it must include a Schedule including the required date(s) for Substantial Completion, Beneficial Occupancy, Final Completion and other milestone dates as required by the Task Order. 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.

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ARTICLE 6 COST OF THE WORK

- 6.1 **General.** Unless otherwise set forth in a Task Order, the term “Cost of the Work” shall include the items set forth in this Article. Such costs shall be at rates no higher than the standard rates paid at the place of the Project, except with prior consent of City. The Cost of the Work may include only the items set forth in the Clauses 6.2 through 6.7 below entitled “Labor Costs”, “Subcontract Costs”, “Costs of Material and Equipment Incorporated in the Completed Construction”, “Costs of Consumable Materials and Equipment, Temporary Facilities and Related Items”, “Miscellaneous Cost of Work on which Contractor’s Fee Shall Not Apply” and “Other Costs and Emergencies”.
- 6.2 **Labor Costs.**
- 6.2.1 If Contractor is allowed to self-perform portions of the Work, wages of laborers and mechanics directly employed by Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Labor rates shall be per the Contractor’s approved Schedule of Labor Rates included in **Exhibit C**. Contractor shall submit certified payroll cost accounting records with the initial Application for Payment.
- 6.2.2 Wages or salaries of Contractor's supervisory and administrative personnel who are directly associated with the Work of the project. Supervisory and administrative personnel costs which are to be reimbursed in the performance of the Work shall be per the Contractor’s Schedule of Labor Rates, per **Exhibit C**. Contractor shall submit cost accounting records and certified payroll records with the initial Application for Payment.
- 6.2.3 Wages and salaries of Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, with City’s approval, but only for that portion of their time required for the Work. CONTRACTOR shall submit certified payroll cost accounting records with its initial Application for Payment.
- 6.2.4 Costs paid or incurred by Contractor as apportioned to the Project Work for taxes, insurance, permits, contributions, assessments and benefits required by Applicable Law.
- 6.2.5 All premium pay (overtime) work must be authorized in writing by City prior to proceeding.
- 6.3 **Subcontract Costs.** Payments made by Contractor to Subcontractors in accordance with the requirements of the Subcontracts and provisions of this Contract. A Subcontract may be a Lump Sum Agreement or reimbursement of reasonable and approved costs, plus specified rates for all fees, overhead and profit. The total for fees and general condition

costs shall not collectively exceed twenty percent (20%) of the subcontract direct costs, unless otherwise approved by City. All Subcontractors must submit cost accounting records and certified payroll with the initial Application for Payment for reimbursement Subcontracts.

6.4 **Costs of Materials and Equipment Incorporated in the Completed Construction.**

6.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

6.4.2 Costs of materials described in the preceding Subsection (6.4.1) in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become City's property at the completion of the Work or, at City's option, shall be sold by Contractor. Any amounts realized from such sales shall be credited to City as a deduction from the Cost of the Work. Contractor allowed a 10% mark-up on material.

6.5 **Costs of Consumable Materials and Equipment, Temporary Facilities and Related Items.**

6.5.1 Costs, including transportation and installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment, that are provided by Contractor at the site and fully consumed in the performance of the Work; and costs (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor shall mean current market value. Hand tools not customarily owned by construction workers will be paid at the rate of One Dollar Fifty-Five cents (\$1.55) per man-hour of non-salaried employees. The rate includes replacement cost of parts consumed in the normal course of Work for Project related scope.

6.5.2 **Contractor Owned Equipment Charges.** CITY shall pay a rate not greater than seventy percent (70%) of Penton Business Media, Inc./Equipment Watch/ Rental Rate Blue Book daily rental rates for equipment less than 10 years of age applicable for the period of performance of the change plus operating costs such as fuel, oil, lubricants, and maintenance; and

6.5.3 **Rental Equipment Charges.** CITY shall pay the documented net rental costs plus a markup of five percent (5%) for CONTRACTOR, except tools and equipment having original purchase prices of less than Five Hundred Dollars (\$500.00) each, which are deemed to be covered in the overhead and profit rates. If operating costs are not included in the rental rates, they are also allowable.

6.5.4 Costs of removal and disposal of debris from the site. All disposals shall be to an approved disposal site.

6.5.5 Costs of document reproductions, parcel delivery charges, telephone service at the Jobsite and reasonable petty cash expenses of the Jobsite office. All costs are subject to City's approval.

6.5.6 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work. The maximum rate allowable for vehicle usage is the most cost effective rate established by Construction Kelly Bluebook.

6.5.7 Off site storage of materials and equipment at a mutually acceptable location, if approved in writing in advance by City.

6.6 **Miscellaneous Cost of Work on which Contractor's Fee shall not apply.**

6.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract.

6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which Contractor is liable.

6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections Contractor is required by the Contract Documents to pay.

6.7 **Other Costs and Emergencies.**

6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by City.

6.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.8 **Non-Reimbursable Items**

The following costs shall not be reimbursed to Contractor and are not included in Cost of the Work:

6.8.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices who are not directly involved with the project work.

6.8.2 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

[Remainder of page left intentionally blank.]

ARTICLE 7
DISCOUNTS AND PENALTIES

- 7.1 **General.** All discounts for prompt payment shall accrue to City to the extent the Cost of the Work is paid directly by City or from a fund made available by City to Contractor for such payments. To the extent the Cost of the Work is paid with funds of Contractor, all cash discounts shall accrue to Contractor. All trade discounts, rebates, refunds, and all returns from sales of surplus materials and equipment, shall be credited to the Cost of the Work. All penalties incurred due to Contractor's fault for late payments of Cost of the Work will be paid by Contractor.

[Remainder of page left intentionally blank.]

ARTICLE 8
PAYMENTS TO CONTRACTOR

- 8.1 **Invoices.** Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit, as well as at any intervals determined by City during the course of the Project. Invoices for any travel expenses permitted under this Contract shall be submitted in accordance with procedures specified by City.
- 8.2 **Monthly Applications for Payment.** Contractor shall submit on a monthly basis to City a sworn Application for Payment, along with cost reports, showing in detail the percent of Work completed, and if a GMP, all monies paid out, costs accumulated, or costs incurred on account of the Cost of the Work during the previous month.
- 8.3 **Final Payment.** Final Payment for a Task Order, constituting the unpaid balance of the Task Order's lump sum amount or the Cost of the Work and applicable Fee, shall be due and payable in accordance with the Clause entitled "Payment Terms".
- 8.4 **Payments to Subcontractors.** Contractor shall pay promptly, within five (5) business days after receipt of payment from City, all amounts due Subcontractors less a retainage of ten percent (10%) of the amounts due under the Subcontract. At the Owner's discretion, once a Project is fifty percent (50%) complete, and based on Contractor's evaluation of the Subcontractor's acceptable performance, City may approve a reduction in Subcontractor retainage on future amounts earned from ten percent (10%) to five percent (5%), providing for retainage of approximately seven and one-half percent (7-1/2%) at Substantial Completion. Once a Subcontractor claims to have fully and satisfactorily completed its Work, Contractor and Architect or Engineer shall inspect the Work and list those items required for completion. At that time and at City's discretion, Contractor may release the Retainage held for the Subcontractor's Work except for an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming items, provided that the unfinished or non-conforming items and cost of completing them are listed separately. Thereafter, Contractor shall pay to the Subcontractor, monthly, the amount retained for each incomplete item after each item is completed. Before issuance of final payment to the Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project and the Subcontract have been paid or otherwise satisfied, warranty information is complete, "As-Built" markups have been submitted, and instructions for City's operating and maintenance personnel is complete. Final Payment may be made to a Subcontractor whose Work is satisfactorily completed prior to the Project's Final Completion, but only upon City prior written approval. When requested by Contractor and approved by City, the requirement to withhold retainage on subcontractors may be waived. Contractor must maintain auditable records of all Subcontractor retainage activities and provide them to the City upon request.
- 8.5 **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.

8.6 **Withholding Payments to Subcontractors.** Contractor shall not withhold payments to Subcontractors if such payments have been made to Contractor. Should this occur for any reason, Contractor shall immediately return such monies to City, adjusting Applications for Payment and Project bookkeeping as required.

8.7 **Payment Terms.**

8.7.1 Unless otherwise provided in a Task Order, on or before the twenty-fifth (25th) day of each month, 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. Within fourteen (14) days of City's timely receipt of an Application for Payment from Contractor, City shall approve payment of it or notify Contractor in writing of its reasons for withholding approval. 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.

8.7.2 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.

8.7.3 **Contractor's Retainage:** 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. Once the Project reaches fifty percent (50%) completion, City, at its sole discretion, may reduce Retainage on subsequent self-performed work, general conditions and Contractor's Fee to five percent (5%) of the Cost of the Work. Retainage on Work performed by Subcontractors shall be in accordance with the above paragraph 8.4 entitled "Payments to Subcontractors". Contractor shall maintain auditable records of all retainage activities and provide them to the City upon request.

8.7.4 Upon (1) City's issuance of a Certificate of Substantial Completion for a Project; (2) a proper submission of an Application for Payment by Contractor (including but not limited to properly executed waivers and releases from Contractor and all Subcontractors and Suppliers in the forms approved by City and included in the Project Manual); (3) satisfactory evidence that all payrolls, Subcontractors, Suppliers, material bills and other indebtedness connected to the Project have been paid or otherwise satisfied; (4) all warranties are in place and the information to be provided to City has been provided; (5) all required instructions and training of City's operating and maintenance personnel is complete; and (6) all "As-Built" markups have been submitted to City, City shall pay to Contractor

an amount (including any retained amounts) equal to the sum of the unpaid balance owed Contractor as Cost of the Work less (i) an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming work (“Final Payment Retainage”); (ii) an amount sufficient to pay all unpaid claims against Contractor as may be provided by the Contract Documents or by Applicable Law; (iii) an amount equal to all liquidated damages due but not recovered from Contractor; and (iv) an amount equal to any claims against City or its property for any labor, materials, supplies, services, or equipment claimed to have been furnished to or incorporated into the Project, or for any other alleged contribution to such amounts, unless and until such has been discharged. Notwithstanding the foregoing, City may withhold any amounts otherwise payable under this Article if grounds exist for such withholding under any provision of this Contract, Applicable Law or equity.

If City is withholding Final Payment Retainage, Contractor, City and the Architect or Engineer shall list those incomplete or non-conforming items prior to receiving Final Payment, and the items and costs of completing or correcting shall be listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained for each incomplete item after each is completed by it. City will provide seven (7) days prior written notice if City contends that Contractor has failed to promptly correct any deficiency. If after seven (7) days Contractor has failed to correct the deficiency or complete the item, Contractor waives its rights to payment for such items and will be responsible to City for all costs incurred to correct or complete such item.

- 8.7.5 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.
- 8.7.6 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.
- 8.7.7 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) Damage to another Contractor or to some third party.

- (e) Failure to maintain an adequate rate of progress in accordance with the Project Schedule.
- (f) Failure to supply enough skilled workmen or proper materials.
- (g) Any material breach of this Contract.
- (h) Any material failure to perform under this Contract.
- (i) 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.

8.7.8 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.

8.7.9 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.

8.7.10 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.

8.8 **Deductive Change Order for Contractor Liabilities** - If City incurs an actual loss or liability resulting from events stated in Subsection (8.7.7) of the Clause entitled "Payment

Terms”, in addition to withholding payment, City may issue a Unilateral Change Order reducing the lump sum amount by the amount of such loss or liability.

[Remainder of page left intentionally blank.]

ARTICLE 9
TERMINATION OR SUSPENSION OF THE CONTRACT AND CITY'S RIGHT
TO PERFORM CONTRACTOR'S OBLIGATIONS

- 9.1 **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.
- 9.2 **Termination by the City for Convenience or for Default.** (See Task Order)
- 9.3 **Suspension by City.** (See Task Order)

[Remainder of page left intentionally blank.]

ARTICLE 10

NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

- 10.1 **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.

[Remainder of page left intentionally blank.]

**ARTICLE 11
MISCELLANEOUS**

- 11.1 **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.
- 11.2 **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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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; 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 and for a period of three (3) years thereafter, 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.

[Remainder of page left intentionally blank.]

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 FOREST PARK, GEORGIA

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Finance Director

Corporate Secretary/Assistant
Secretary

Public Works Director

ATTEST:

[Corporate Seal]

City Clerk

APPROVED AS TO FORM:

City Attorney

[City Seal]

EXHIBIT B

AUTHORIZING LEGISLATION

[To Be Inserted]

EXHIBIT C

CONTRACTOR'S FEE/RATES

(TO BE INSERTED UPON AWARD OF CONTRACT)

EXHIBIT D

PAYMENT AND PERFORMANCE **BONDS**

(TO BE INSERTED UPON AWARD OF TASK ORDER)

EXHIBIT E

INSURANCE REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of Forest Park (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit E and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Forest Park, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit E, 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.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit E and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider 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 proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider’s entity or partnership as the primary insured.

2. Project Number & Name

The project number **(09172021)** and name **(ON- CALL PLUMBING REPAIRS AND MAINTENANCE SERVICES)** must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit E 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. Upon request, the Service Provider must submit the ratings for each company to the City.

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;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All 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 Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Exhibit E and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Exhibit E and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Exhibit E 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.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Forest Park in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit E (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

The City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

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

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

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

7. Certificate Holder

The **City of Forest Park** must be named as certificate holder. All notices must be mailed to the attention of The City of Forest Park, 745 Forest Parkway, Forest Park, GA 30297

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

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

11. Waiver of Subrogation in favor of the City of Forest Park

The certificates of Commercial General Liability Insurance, Excess Liability and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Forest Park.

B. Workers' Compensation and Employer's Liability Insurance

Service Provider 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

C. Commercial General Liability Insurance

Service Provider 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
- Medical Expense
- Fire Legal Liability
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary& non-contributing in favor of the City of Forest Park)
- Waiver of Subrogation in favor of the City of Forest Park

D. Commercial Automobile Liability Insurance

Service Provider 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 Forest Park

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit E**.

E. Professional Liability /Errors & Omissions Insurance

Service Provider shall procure and maintain during the life of this contract Professional Liability/Errors & Omissions Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision. As well as these extensions of coverage:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident.

G. Pollution Liability

Service Provider shall procure and maintain Pollution Liability Insurance in an amount not less than **\$5,000,000** each occurrence/aggregate.

- Completed operations coverage shall remain in effect for no less than three (3) years after the end of the agreement.
- This coverage can also be satisfied with an endorsement to the General Liability policy.

