



CITY OF  
**FORESTPARK**

## **Request For Proposals**

**RFP NO. 02042022**

# **On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services**

**February 4, 2022**

# REQUEST FOR PROPOSAL

CITY OF FOREST PARK DEPARTMENT OF PUBLIC WORKS

Project # 02042022

## PROJECT OVERVIEW

**Services Being Procured:** This project is to provide on-call real estate appraisal and right of way acquisition consultant services for the City of Forest Park, Georgia. Three firms will be chosen for On-Call Real Estate Appraisals and Right of Way Acquisition Services.

**Using Department:** DEPARTMENT OF PUBLIC WORKS

**Pre-Bid Conference:** Each Proponent is strongly encouraged to attend the Pre-Bid/Proposal Conference scheduled for the 15th of February at 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.

**Deadline to Submit Questions in Writing:** February 24<sup>th</sup> no later than 5:00p.m. All questions must be submitted in writing to Girard Geeter via email at [ageeter@forestparkga.gov](mailto:ageeter@forestparkga.gov).

**Bid Deadline:** Proposal must be submitted to the City of Forest Park Department of Procurement. Proposal Deadline is the 15th of March no later than 2:00p.m.

**City's Contact:** Girard Geeter, Procurement Manager [ageeter@forestparkga.gov](mailto:ageeter@forestparkga.gov).

Each Proponent must submit one (1) original and three (3) copies of its proposal in a sealed package to Forest Park City Hall, located at 745 Forest Parkway, Forest Park GA, 30297 by the deadline. Proposals should be plainly marked as "RIGHT OF WAY ACQUISITION SERVICES". Each Proponent must also submit their Cost Proposal in a separate sealed envelope.

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## Part I

### Information to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) 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. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement Code, and the particular method of source selection for the services sought in this RFP is Code Section 3-1-16; Competitive Sealed Proposals. **By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference. Each Proponent also agrees to participate and abide by all requested information and abide by all City Programs. The City will select three on-call real estate appraisal and right of way acquisition consultants for these services.**

#### 3. Minimum Qualifications:

- 3.1 A Joint Venture is optional for this RFP.
- 3.2 The Proponent (including majority member of the joint venturer) must have a minimum of five (5) years of experience as a Real estate appraisal and right of way acquisition consultant within the last ten (10) years.
- 3.3 The Proponent must be licensed to operate a Real Estate Appraisal and Right of Way Acquisition Company. The Proponent shall submit a copy of its License issued from the State of Georgia. No other state license will be accepted.

4. **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 RFP must be received by the Department of Procurement, no later than 2:00 P.M., ET on March 15, 2022. Any Proposal received after this time will not be considered and will not be accepted by the City. Proposals will be opened and the names of the proponents will be read aloud publicly.

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 RFP should be submitted in writing to the City's contact person as designated in the Technical Instructions 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](http://www.forestparkga.gov). No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the 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 RFP 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 submittal.

**11. Applicable Diversity Program:** The City's Diversity Program is 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 RFP 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 RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

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

**18. Illegal Immigration Reform and Enforcement Act:** This RFP 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 RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP 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 RFP document is available for download at the City's websites [www.forestparkga.gov/rfps](http://www.forestparkga.gov/rfps) and [www.bidnetdirect.com/georgia/cityofforestpark](http://www.bidnetdirect.com/georgia/cityofforestpark)

**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.

**PART II  
TECHNICAL INSTRUCTIONS AND QUALIFICATIONS**

**1. Background Information on City of Forest Park:** Forest Park is a city in Clayton County, Georgia, United States. It is located approximately nine miles (14 km) south of Atlanta and is part of the Atlanta–Sandy Springs–Marietta Metropolitan Statistical Area. As of the 2010 census, the city had a population of 18,468.

**2. General Summary of Task Order Process; Qualifications:**

2.1 It is the intent of the City to enter into an Agreement with the selected consultants to provide Right of Way Project Management/Acquisition services on an “as needed basis”. The contract will be awarded to three qualified firms, and costs. The costs for appraisals will be determined when the Right of Way Plans are approved and on a per-project basis.

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

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

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

**3. Consulting Personnel:**

The Proposer shall demonstrate an understanding of the City’s goals and objectives for the following specifications in its response:

3.1 Consulting Personnel:

The consultant must be listed as an Approved Firm by Georgia Department of Transportation (GDOT).



The right of way agents, appraisers and attorneys included in the proposal shall hold appropriate licenses and/or certifications.

The property appraiser(s) used for this contract must be approved by GDOT.

The consultant's work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the consultant.

The City reserves the right to approve any changes in the proposed staffing of the consultant's office-in-charge of the work, as identified in the consultant's proposal, prior to the implementation of such change.

### 3.2 Project Related Correspondence:

The consultant will keep and file copies of all correspondence, telephone memorandums, faxes, maps, exhibits, emails, etc. between the consultant and any party regarding this project.

Copies of this information shall be forwarded to the Project Manager upon completion and final acceptance of all work related to this contract. Invoices will be submitted to the Project Manager.

Consultant shall deliver to City all documentation pertaining to the items identified as part of the project. This documentation should be bound in an orderly format such as mentioned above for the individual parcel files. A separate project file should be included containing copies of the required GDOT documentation for reimbursement. All documents, correspondence, emails, etc. generated, as a part of the task orders are the City's property.

The consultant is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the project, the consultant shall deliver to the Project Manager, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the acquisition or relocation process.

The consultant is responsible for: furnishing and paying for all skill, labor, equipment, materials, permits, licenses, supplies and services necessary to perform all of its responsibilities under this RFP; supplying all records and information required; securing, maintaining and upgrading all permits, licenses, certifications and approvals as required by all Regulatory Agencies with jurisdiction, including any regulatory agencies of the County; and complying with all local, state, and federal laws and regulations applicable to its responsibilities under this bid solicitation.

### 3.3 The City shall provide the following:

- Project Manager who will provide administrative and technical coordination for the City.

- Approved right of way plans and preliminary construction plans.
- Files containing the parcel descriptions. It will be up to the consultant to use the parcel descriptions to prepare deeds.

All condemnations will be handled by the City Attorney or his designee. If additional services are requested of the consultant or the consultant's attorney in relationship to condemnation filing, litigation, and/or testimony a supplemental Agreement/ Change Order will be needed. Any modification to the Agreement or any Change Order must be submitted in writing, and consultant must have approval in writing before any modification or change to the task/purchase order is performed.

#### **4. Proposal Requirement:**

- 4.1 Proposal Submission Requirement: 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 III, Content of Proposal.

## Part III

### Content of Proposal

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered.

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 RFP (to be submitted as Volume II of the Proposal), further details are provided hereinafter.

2. **Informational Proposal Volume I:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:

2.1 **Title Page:** The title page must contain the following information:

2.1.1 **On-Call Real Estate Appraisal and Right Of Way Acquisition Consultant 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.

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

2.2.1 Complete legal name of the Proponent and the address of its primary business headquarters; General description of the Proponent, including its history and certifications (years in business, licenses held, association memberships, etc.);

2.2.2 The general and specific capabilities and experience of the Proponent that it believes will benefit the City;

2.2.3 Any awards or other special acknowledgments received by Proponent for excellence in appraisal and right of way acquisition services, and any other unique capabilities or areas of specialization the Proponent wishes City to consider.

- 2.3 **Management Plan:** The City requires that each Proponent be capable of self-performing as well as managing the work of all subcontractors/sub-consultants or similar persons or entities. The Proponent should describe in detail:
- 2.3.1 The capacity and capability to perform multiple projects at multiple locations simultaneously. Please describe how the firm plans to perform multiple tasks and to execute the work assigned to the Team.
  - 2.3.2 Describe the Team's role and duties of each position by indicating who will manage the overall project, attend project meetings, prepare work orders, negotiate with subcontractors, supervise the project and perform administrative tasks.
  - 2.3.3 Describe Proponent's work plan to accomplishing a task order. The plan should include the Team approach to the phasing, schedule and logistics in order to accomplish the completion of an approved task order.
  - 2.3.4 Provide your approach to the expeditious close out of the project, corrections to unacceptable work, and punch list procedures.
  - 2.3.5 Please describe your process for tracking and performing warranty work.
- 2.4 **Experience and Past Performance:** The City requires that each Proponent be capable of self-performing a minimum of thirty-five (35) percent of the work and/or managing all subcontractors/subconsultants or similar persons or entities unless authorized by the City to do more based on the task order. The Proponent must submit the following information to demonstrate its experience in these two key aspects of the work:
- 2.4.1 Full time employees of the Proponent (including administrative staff) to include position, years with Proponent, and licenses or certifications held;
  - 2.4.2 The physical resources the Proponent owns, including equipment, vehicles, temporary office trailers, etc. (include the year and model when identifying equipment and vehicles); and
  - 2.4.3 A matrix identifying 3 projects the Proponent, as a Real Estate Appraisal and Right of Way Acquisition Consultant, has completed during the past 10 years. The matrix must include:
    - 2.4.3.1 The name of the project;
    - 2.4.3.2 The value of the contract under which Proponent;
    - 2.4.3.3 Start and end dates of the project;

- 2.4.3.4 Brief description of the project, including size and major work components;
- 2.4.3.5 Description of work performed by the Proponent;
- 2.4.3.6 Number of subcontractors/subconsultants managed by the Proponent and the work performed by those subcontractors/sub-consultants;
- 2.4.3.7 Owner references for each project, including contact name and telephone number;
- 2.4.3.8 Indicate the number of change orders required to complete the project and the value, individually and collectively, of the change orders;
- 2.4.3.9 Local, Small Business and Diversity Program goals for each project and actual participation achieved by Proponent;
- 2.4.3.10 Safety performance (specifically identify any lost time accidents, work suspensions due to unsafe conditions, etc.).

**2.5 Organization Structure and Resumes:**

- 2.5.1 Organizational chart is required depicting key team and their titles.
- 2.5.2 Describe the position roles in the organization chart.
- 2.5.3 In the event there is need to replace key team members during the term of any Contract awarded, if any, Proponent must describe its back-up personnel, include Identify the individual(s) and role(s).
- 2.5.4 Provide resumes for all staff to be used on this project. 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. For each person listed, submit a written resume not exceeding two (2) pages per person, organized as follows:
  - 2.5.4.1 Name and title;
  - 2.5.4.2 Professional background;
  - 2.5.4.3 Current and past relevant employment;
  - 2.5.4.4 Education;
  - 2.5.4.5 Certifications; and
  - 2.5.4.6 List of three (3) relevant projects, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

**2.6 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 the GDOT right of way detailed cost estimate, title search, property appraisal, cost to cure specialty appraisal, data book preparation, negotiation, negotiation records, deed preparation, deed recording, condemnation filing package, relocation assistance, property management, and final disposition of property either by closing or condemnation for project certification. Proponent should describe its 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).

- 2.7 **Local, Small Business, Diversity Program:** Proponent must provide an executive level plan (3 pages maximum) for achieving, at a minimum, the City LSBSD participation goals including the description of their plan for performing good faith outreach efforts. Proponents must also sign and submit LSBSD Forms 1-4. Please refer to Attachment A (25% goal)

**Part IV**

**EVALUATION OF PROPOSAL**

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

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>35</b>	Management Plan	
<b>30</b>	Experience and Past Performance	
<b>15</b>	Organizational Structures and Resumes	
<b>15</b>	Quality Control Plan	
<b>5</b>	Local, Small Business, and Diversity Program(Outreach Plan)	
<b>100%</b>	Total Score	

**PART V**

**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.

<b>Item #</b>	<b>Required Proposal Submittal Check Sheet</b>	<b>Check (v)</b>
1	Title Page	
2	Executive Summary	
3	Management Plan	
4	Experience and Past Performance	
5	Organizational Structure/Key Personnel	
6	Quality Control Plan Approach	
7	Procurement Plan (N/A)	
8	Local, Small Business, Diversity Program Plan	
9	Safety Record and Experience (N/A)	
10	Surety Letter Regarding Bonding History (N/A)	
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 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 (N/A)	
19	Form 9: Fee Acknowledgement Letter (N/A)	
20	Form 10: Non-Collusion Affidavit	
21	Form 11: Certification Regarding Debarment, Suspension, and Other Matters	
22	Form 12: Trade Secret Status	
23	Joint Venture Agreement (if applicable)	
24	Georgia License(s)	
25	State of Georgia Certificate of Existence	
26	Local, Small Business, Diversity Program (LSBD Forms 1-4)	



**FORM 1**  
**BID SUBMITTAL LETTER**

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

RFP # \_\_\_\_\_

The undersigned, \_\_\_\_\_, hereby submits its qualification based bid to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the bid 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 bid 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 incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this RFP 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 1) 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**

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 requirements for the project listed above and  
any other attachments to the RFP which pertain to insurance.

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 requirements within 10 days of the date the Proponent  
receive a final contract.

By executing this Acknowledgement of Insurance, 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:** \_\_\_\_\_

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

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**

**(Non- Applicable for this project)**

**PROPONENT NAME:** \_\_\_\_\_

<b>Position</b>	<b>Raw Rate</b>	<b>Multiplier</b>	<b>Fully Burdened Labor Rate</b>

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

<sup>2</sup> 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**

**(Non- Applicable for this project)**

**FORM 10**  
**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 price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. 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 11**  
**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 12**

**TRADE SECRET STATUS**

# **Attachment A**

## **Local, Small, Business Diversity Program**

### **LSBD Forms (1-6)**

## **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. LSBDD 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 local, veteran-owned, minority, women, and disadvantaged business enterprises whenever possible.

Included in this proposal are subcontracting/subconsultant forms that all proponents will be required to complete along with their Proposals. All forms included in this solicitation must be completed for Proponent to be considered responsive.

Each Proponent must propose to achieve the LSBDD 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 the City of Forest Park’s 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.

### **The participation goal for this procurement is 25 percent (25%)**

A business is considered Local if they meet the following:

1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of the city;

The business or supplier must provide a copy of a current occupational tax certificate;

The business or supplier must have paid all real and personal taxes (if any) owed the city and not otherwise owe the city any funds; and

The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

A Small Business means a locally based business whose average annual gross receipts or number of employees averaged over the past five years must not exceed the size standards as defined pursuant to 15 C.F.R § 121.201 et al., who demonstrates that individual owner’s personal net worth and does not exceed \$750,000.00, exclusive of the individual’s ownership interest in their primary residence and the value of the LSBDD.

LSBDD Required Forms –

**To be submitted with Bid:**

1. LSBD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBSD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBSD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBSD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBSD's as sub-contractors/suppliers on a contract where a goal is required.

**To be submitted post-award:**

5. LSBE-5 Post Award Monthly LSBSD Participation Report – Contract Goal: Report detailing percentage of LSBSD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a monthly basis.
6. LSBD-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a LSBSD subcontractor is being substituted following post award.

**Supplements**

1. Form LSBSD-1, Covenant of Non-Discrimination
2. Form LSBSD-2, Sub-Contractor Contact Form – Contract Goal
3. Form LSBSD-3, Local, Small Business, Diversity Project Participation Plan
4. Form LSBSD-4, Statement of Good Faith Efforts
5. Form LSBSD-5, Post-Award-Monthly LSBSD Participation Report Contract Goal
6. Form LSBSD-6, Subcontractor Removal/Substitution Form



**FORM LSBD-1**

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Forest Park (COFP) to promote full and equal business opportunity for all persons doing business with the City. The undersigned covenants that we have not discriminated on the basis of a firm's revenue, employee count, social or economic disadvantages, minority, gender, or veteran status, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms LSBD-2, LSBD-3 and LSBD-4. Set forth below is the signature of an officer of the Bid entity with the City of Forest Park to bind the entity.

I, \_\_\_\_\_(Name, Title), on behalf of \_\_\_\_\_ (Company),  
by my signature below, do hereby promise:

1. To adopt the policies of the City of Forest Park relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of COFP;
2. Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SEAL]

## FORM LSBD-2

### 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 proposal. **Failure to submit this form will result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
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 **(if applicable)**
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

**FORM LSBD-2**

**CITY OF FOREST PARK  
SUBCONTRACTOR CONTACT FORM**

List all subcontractors or suppliers (*LSBE and Non-LSBD*) that were **contacted** regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, Email, 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 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	Will perform as sub

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

**Sample**

# FORM LSBD-2

## CITY OF FOREST PARK SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (*LSBE and Non-LSBD*) 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
John Smith	Company ABC 123 Main Street Morrow, GA 30260 770-123-4698	Yes	Hauling	DBE	Will perform as sub

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

## FORM LSBD-2

### SUB-CONTRACTOR CONTACT FORM – Cont'd

*List all sub-contractors or suppliers (LSBD and Non-LSBD) 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

Proponent's Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Contact No: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM LSBD-3

### LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

#### SUBCONTRACTOR/SUPPLIER UTILIZATION

##### Instructions to Contractors

The Proponent must complete the project participation plan for sub-contractor/supplier utilization and **submit the form with the Bid**. **Failure to submit this form will result in a Bid being deemed “nonresponsive”**. Each project participation plan for sub-contractor/supplier must include the following:

1. Name of subcontractor/supplier: Provide name of the subcontractor or supplier contacted to perform work on the project.
2. Contact Name, Address & Phone Number: Provide contact information of the subcontractor/supplier contacted.
3. City of Forest Park Business License: State if the subcontractor/supplier contacted is a City of Forest Park licensed business.
4. Type or Scope of Work to be Performed: Describe the type or scope of work subcontractor/supplier will perform.
5. Certification of Business Owner: Provide minority code/classification (if applicable). Examples include, but not limited to: Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Veteran Owned Business (VOB), etc.
6. Estimated Dollar Value of Work: Provide an estimated dollar value for the work to be performed by subcontractor/supplier within the project scope.
7. Percentage of Total Bid Amount: Provide an estimated percentage of the total Bid amount that will be paid to the subcontractor/supplier.
8. Signature of Proponent: All LSBD Participation Plans must be signed and dated by Proponents.

**Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount**

## FORM LSBD-3

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

List all subcontractors/suppliers, including lower tiers, **to be used** on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, 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 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	\$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: \_\_\_\_\_

Sample

## FORM LSBD-3

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

List all 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	DBE	\$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:** \_\_\_\_\_



## FORM LSBD-4

### STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSBD Form 2 Sub-contractors Contact Form submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDS in your bid/proposal. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

### CERTIFICATION OF GOOD FAITH EFFORTS

I hereby attest that I have exercised good faith efforts to meet the Local Small Business Diversity goal for this bid. Despite such good faith efforts, I have not been able to meet the LSBD goal for this bid.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**FORM LSB-D-4 (Cont'd)**  
**STATEMENT OF GOOD FAITH EFFORTS**  
**Checklist**

A Proponent that does not meet COFP's LSB-D participation goal is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of the following actions were taken:

- |            | <b>Yes</b>               | <b>No</b>                |  |
|------------|--------------------------|--------------------------|--|
| <b>1.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a pre-bid meeting, if any, scheduled by COFP to inform LSB-Ds of subcontracting opportunities under a given solicitation; Advertisement for solicitation of LSB-Ds in general circulation media, trade association publications, and minority- focus media, to provide notice of subcontracting opportunities.   |
| <b>2.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or Bid opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Bid.   |
| <b>3.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested LSB-Ds with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations.   |
| <b>4.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to LSB-Ds that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub- contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained.   |
| <b>5.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to divide the work for LSB-D subcontracting in areas likely to be successful and identify portions of work available to LSB-Ds consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Proponent/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| <b>6.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential LSB-D sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an LSB-D could not readily and economically obtain them in the marketplace.   |
| <b>7.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSB-Ds.  |
| <b>8.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the COFP Procurement Department seeking assistance in identifying available LSB-Ds.   |
| <b>9.</b>  | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with LSB-Ds.  |
| <b>10.</b> | <input type="checkbox"/> | <input type="checkbox"/> | Other actions (specify):   |

Please explain any "no" answers listed above (by number):

*This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Proponent/Bidder's efforts to meet COFP's LSB-D goal. If you require assistance in identifying certified LSB-Ds, please contact the Procurement Department at [ageeter@forestparkga.gov](mailto:ageeter@forestparkga.gov) or at 404-366-4720.*

## FORM LSBD-5

### POST AWARD MONTHLY LSBD 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.

When the prime contractor is an approved LSBD, it will only be necessary to complete the total LSBD earnings to-date. Joint ventures between non-LSBD and certified LSBD: Only that portion of the work for which the LSBD is responsible may be used to satisfy the requirement.

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

## FORM LSBD-5

### POST AWARD – LSBD PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

PAY APPLICATION PERIOD END DATE: \_\_\_\_\_

Check if final payment >>>  FINAL PAYMENT

% LSBD 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:



CITY OF  
**FORESTPARK**  
*- a city for every season*

## FORM LSBD-6

### Request for Subcontractor Removal/Substitution

Prior to submitting this form to the Procurement Department you must notify the LSBD in writing of your intent and allow the LSBD five (5) days to respond.

Request Date:		Contract/Project #:	
Contract Value:	LSBD Contract Amount:	Amount Paid to LSBD:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name:	Prime Contact Email:	Prime Contact Phone:	
Name of LSBD Firm:		LSBD Contact Name:	
LSBD Firm Address:	LSBD Email:	LSBD Phone:	

Was LSBD firm given five (5) days written notice of intent?  Yes or  No If yes, please attach written notice.  
Will the LSBD goal for the project still be met?  Yes or  No or  N/A

Reason(s) for removal/substitution. **Check all that apply**

- The listed LSBD** is no longer in business.
- The listed LSBD** requested removal.
- The listed LSBD** failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by **the listed LSBD** was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an LSBD? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/>	Reason for rejection:
Procurement Manager Authorized Signature:	Date:

This form should be completed and submitted (with all required documentation) to:

City of Forest  
Attention: Arthur Greeter  
745 Forest Parkway  
Forest Park GA, 30297

# EXHIBIT A

## General Scope of Services

### 1. Background and Purpose

The City of Forest Park (hereafter known as City) is responsible for implementing various roadway and intersection improvement projects. City wishes to select a firm/team (consultant) to provide right of way acquisition and relocation services for transportation projects.

It is the intent of the City to enter into an Agreement with the selected consultants to provide Right of Way Project Management/Acquisition services on an “as needed basis”. The contract will be awarded to three qualified firms, and costs. The costs for appraisals will be determined when the Right of Way Plans are approved and on a per-project basis.

### 2. Scope of Services

The consultant will provide all right of way acquisition services required to assist the City with acquiring property and easements for each identified projects.

Acquisition services are defined as those tasks necessary to supply City of Forest Park with a recorded warranty deeds, easements or other appropriate legal interests, for the identified parcels.

These tasks may include but are not limited to the GDOT right of way detailed cost estimate, title search, property appraisal, cost to cure specialty appraisal, data book preparation, negotiation, negotiation records, deed preparation, deed recording, condemnation filing package, relocation assistance, property management, and final disposition of property either by closing or condemnation for project certification.

Federal funds, State funds and Local funds may be used for right of way and easement acquisitions. If Federal funds or State funds are used, the consultant is required to adhere to all GDOT and Federal guidelines.

In addition, the consultant shall meet applicable completion deadlines for the individual projects/tasks to qualify for the federal funds.

All right of way/easement acquisitions and documentation must be completed within the mutually agreed upon time frame for the individual task/purchase order. The consultant is required to provide the City with all information required for the City to proceed with any condemnations as required meeting the project schedule.

All right of way shall be secured prior to construction bidding scheduled for FY 2022.

### 3. Term of Contract

- A. The initial term of the contract will be for three (3) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Consultant.

Notice of intent to renew will be given to the Consultants in writing by the Director of Public Works, the Director of Planning, Building, and Zoning, and/or the City of Forest Park Authorities normally sixty (60) days before the expiration date of the current contract period.

This notice shall not be deemed to commit the City to a Contract renewal. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Mayor & City Council of the City of Forest Park, Georgia. If funding is not approved, then the affected multi-year contract becomes null and void, effective January 1st of the fiscal year for which such approval has been denied.

- B. Termination for Convenience: For the protection of both parties, either party giving 30 days prior notice, in writing, to the other party, may cancel this contract.

### 4. Administration/Project Management and Right of Way Services

The professional services included within this Scope of Services shall be grouped into the following categories:

- a. Administration/Project Management
- b. Right of Way Acquisition Services

#### Administration

The consultant will prepare for and attend a kick-off meeting with the City's Project Manager and Project team. At this meeting, the City will set the final parameters for each project.

The consultant will provide a project schedule identifying the timetable for completion of all major acquisition tasks included in the scope of any assigned project. This schedule will identify major tasks, duration of each, and task relationship. The schedule will track both projected and actual completion dates for acquisition milestone tasks. The schedule will identify milestones and identify completion of the overall project. The initial schedule will be presented to the City's Project Manager and monthly updates to the schedule shall be submitted for the duration of the project.

The consultant will coordinate and attend monthly progress meetings at a location

mutually agreed to by the City or alternatively participate in monthly conference calls. The purpose of the meeting is to maintain open dialog and channels of communication for the duration of the purchase order. The consultant will prepare agendas and minutes for each meeting and distribute to attendees within five business days.

The consultant will provide the City with complete approved right of way documents and services that meet the requirements set out in the Federal Highway Administration's (FHWA) publication "Real Estate Acquisition Guide for Local Public Agencies", as well as, those included in the GDOT "Acquisition Guide for Local Public Agencies and Sponsors", unless otherwise directed by the City.

These documents may include, but not be limited to, those such as DOT Property Management Forms, i.e. PM-1, PM-10A & PM-15.

All costs incurred for administration of the contract shall be included in the overall costs of the bid items included in this contract. There will be no separate pay for administration.

#### Right of Way Acquisition Services

GDOT Right of Way Cost Estimate - Projects with Federal and State funding shall follow the procedures required by both GDOT and Federal Highway Administration Real Estate Division. More information and resources can be found in the "Acquisition Guide for Local Public Agencies and Sponsors" published by GDOT. A right of way cost estimate will be required as pre-negotiation activities for many projects.

The services provided under this section shall meet the current requirements of GDOT including but not limited to:

- providing the required documents;
- coordination with the review appraiser assigned by GDOT;
- coordination with the District Local Government Coordinator;
- property management activities; and
- scheduling and conducting the Right of Way Property Owner's Meeting(s) if required.

Due to the varied types of properties and numbers of parcels, the fee for services accomplished under this section will be negotiated at the time a task order is issued.

Property Appraisals – All appraisals shall be accomplished by the consultant and approved by the City's project manager prior to incurring any costs thereof or prior to making any contact with the individual property owners.

Title Research - A Title Search Report, Certificate and/or Opinion of the Property shall be developed and reported on each parcel for the construction project as appropriate. This documentation shall be acquired prior to contacting the property owner(s). This report shall be maintained in the individual parcel file. The Title Report shall include all utility



easements across, within, or upon the parcel. A statement of applicability of claims for prior rights shall be included in this report provided an easement is found.

Right of Way and Easement Negotiations - For task orders involving projects that are fully or partially funded utilizing state and/or federal funds, the consultant will furnish to City complete and fully documented negotiation services that are in conformance with current GDOT requirements.

Prior to commencing any negotiation activities, the consultant shall provide to the Project Manager for review and approval the names and current resumes of individuals identified to provide service as the Acquisition Project Management (APM).

The consultant shall be responsible for the creation of all required documents and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following:

- Original Title Search Report and Updated Title Search (as required) – [Outsourced]
- Right of Way Deeds – [Out-sourced]
- Original and Copy of Appraisal Report – [Out-sourced]
- GDOT Review Appraiser's 532 Report (if applicable)
- Offering Price Letter, dated, signed, and stamped "File Copy".
- Statement of Estimated Values
- Availability of Incidental Payments
- Right of Way Option with attached R/W Plat, DW Profiles, Cross Sections, etc.
- Estimate of Appraisal/Calculation or Donation Form (if applicable)
- Receipt for Brochure, "What Happens When Your Property is Needed For A Transportation Facility"
- Negotiation Record
- Approved Administrative Adjustment Analysis (if applicable)
- Closing/Settlement Statement and all supporting closing documents
- Condemnation Package as submitted (if applicable). City's Attorney is responsible for the actual preparation of the Declaration of Taking and the filing.
- Parcel Check List for Parcel Close-Out
- Documentation is required by GDOT for reimbursement of ROW costs.

Acquisition Project Management (APM) is considered part of the negotiations. This APM also includes the completion of any required GDOT Property Management Forms, i.e. PM-1, PM-10A & PM-15.

The consultant shall assume responsibility for the final disposition of all aspects of the acquisitions up to and including conducting the closing. The consultant is responsible for returning all recorded deeds to the City.

If condemnation is required, the consultant must coordinate with the City in a timely manner. Preparation of a complete condemnation package for submittal to the City

Attorney shall be the deliverable for this pay item. The package shall include but not be limited to:

- Copy of Plat
- Copy of information for Legal Description
- Updated Title Report, Appraisal Report
- Copy of 10-day Letter and any other relevant documents
- All individual parcel files.

# **EXHIBIT B**

## **City Council Authorizing Resolution (To Be Inserted)**

# **EXHIBIT C**

## **Cost Proposal Form**



# Exhibit C – Cost Proposal Form

## **R/W Project Manager and Negotiation/Acquisition Services**

R/W project Manager name: -

\_\_\_\_\_

Business

Address: \_\_\_\_\_

Service Provider	RE License No	Pre-Acq agent	Agent

Amount of bid per parcel: \_\_\_\_\_

## **Right of Way Pre-Acquisition Services (including PM's time)**

Business Name

Amount of Bid per Project:

## **Real Estate Services to Acquire Right of Way including Project Management Services**

Broker

Broker's License No.

Service Provider	RE License No	R/W AM	Agent

Amount of proposal per parcel: \_\_\_\_\_ -

\_\_\_\_\_

# **EXHIBIT D**

## **Insurance Requirements**

Insurance Requirements :

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
    - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
    - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
    - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable .
    - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
    - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
    - f. Owner and all other parties as required by Owner , shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured . Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured ; any other such coverage shall be excess over the coverage to be provided by the subcontractor. The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above , the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
    - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
    - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its
-

option, can choose to pay the deductible and recoup such payment from the Subcontractor.

## 2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

## 3. Commercial Umbrella

- a. Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

## 4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

## 5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-
-



subcontractors (or their employees).

- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
  - c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.
-

**Additional Requirements:**

- a. Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- b. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- c. These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- d. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- e. All policies will be written by companies licensed to do business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and  
. (Owner).

**A Sample Certificate of Insurance is attached.**

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> XYZ Agency Address Augusta GA 30917	<b>CONTACT NAME:</b> Agent	
	<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Covington Specialty Ins Co		13027
<b>INSURER B :</b> HPG Insurance Company		26301
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1978629841 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ABCDEFG	10/1/2020	10/1/2021	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ABCDEFG	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	LMNOPQ	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	STUMV	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			DEFGH	10/1/2020	10/1/2021	Biz Personal Prop xxxxx

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Show Location

The City of Forest Park is included on a primary and non-contributory basis as additional insureds on the General Liability using ISO forms CG 20 10 and CG 20 37 or their equivalent, Auto Liability and Umbrella Liability. (attach forms)

Waiver of subrogation applies in favor of Additional insureds for General Liability, Auto Liability, Umbrella Liability and Workers Compensation. (attach forms)

30 days Notice of cancellation (10 days non-payment) shall be provided to additional insureds on all policies referenced above.

<b>CERTIFICATE HOLDER</b>  City of Forest Park 745 Forest Parkway Forest Park GA 30297	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**EXHIBIT E**

**RESERVED**