



Request for Proposal (RFP)

Consultant Services to Assist Planning and Community Development Staff to Develop an Overlay District and Design Guidelines for Starr Park Neighborhood

OVERVIEW/ PURPOSE

The City of Forest Park, acting through its Department of Planning & Community Development (hereinafter referred to as DPCD) seeks proposals from consultants to assist staff in creating residential design guidelines and to recommend a design review process. Specifically, DPCD seeks the professional services from experienced planning, urban design, or architecture firms that are qualified to prepare design guidelines for new or significantly renovated residential development within the defined boundaries for the Starr Park Neighborhood. (See Exhibit A) The final deliverable should include a mix of text, photographs, and illustrative drawings, including 3-D perspective drawings to clearly convey the intent of the guidelines. It is expected that the consultant will work with DPCD and the Urban Design Review Board. The City Council has budgeted \$60,000 for this project.

PROJECT CONTEXT

The Starr Park neighborhood is located near several major city thoroughfares: Forest Parkway, Norfolk Southern railroad, and Main Street. Though Main Street is not part of the neighborhood, its recent and future streetscape improvements provide a great precedent for the neighborhood as it is only a block away from Starr park. The neighborhood is part of the civic and recreational heart of the city that includes City Hall, City Hall Annex, the Parks and Recreation building, and Starr Park that is going through a major renovation. The Neighborhood is predominantly residential. The majority of the housing stock are predominately ranch and cottage-style housing built between the 1940s and 1950s. They are generally one to one and a half stories. Some of the character-defining features are front porches, raised plinths with stairs, and hipped roofs. Despite the constancy in architectural character and setbacks, the front-loaded parking driveways and lack of sidewalks create a somewhat suburban feel.



SUMMARY OF SCOPE OF WORK

1. Staff Role: The City of Forest Park staff, primarily from DPCD, will be closely involved, but the Consultant is expected to devote the time needed to conduct research, write documents, and participate in meetings with staff and the Urban Design Review Board as needed. Additionally, staff will take primary responsibility for scheduling meetings, posting notices for meetings, preparing meeting minutes, and attending all meetings. Staff will provide any reasonably necessary baseline data, the Zoning Map, the Starr Park Master Plan and Zoning Ordinance, and any other relevant materials.

2. Background Review & Goals: Meet with City staff to establish project goals and objectives and confirm the project schedule. Review relevant plans and policies, including Zoning Code and, relevant sections of the General Plan adopted in 2018, and relevant design guidelines and Zoning Code provisions from other cities.

3. Community Engagement: A series of community-wide meetings/workshops proposing solutions should be held to engage as many members of the community as possible. Additionally, other innovative online engagement tools should be developed for the project that would provide engagement for those who are less comfortable or unable to attend a meeting.

4. Existing Conditions Analysis: Review the neighborhood to get an understanding of key elements of the neighborhood context.

5. Identify & Prioritize Options: Identify and analyze Zoning Code options to address specific characteristics of the Starr Park Neighborhood. Simultaneously develop design guidelines as a companion to recently adopted Zoning Code changes.

MAJOR DELIVERABLES

1. Community Outreach Strategy including:
 - Community-wide workshop
 - Online engagement tools
2. Draft Report including analysis of alternatives including:
 - Zoning Code options including 3-dimensional illustrations
 - Illustrative Design Guidelines
3. Urban Design Review Board and City Staff Review



4. The Consultant will deliver two (2) copies of all reports produced, along with high-quality electronic copies of the same in a Microsoft Word compatible version and a searchable PDF version. All materials will become the property of the City of Forest Park. Final product includes a Neighborhood Overlay District Design Guidelines. The Consultant’s presentation materials and final documents, and in particular the Design Guidelines, should be graphically appealing, concise, and organized, and utilize graphics to provide easy-to-read and engaging reports and print materials that are easy to use on-line for both City staff and the community.

PRELIMINARY PROJECT SCHEDULE

February 08, 2022	RFP Released
February 18, 2022	RFP Questions Due
March 14, 2022	RFP Submissions Due
March 2022	Consultant Selection and Contracting
March 2022	Project Kick Off
April-June 2022	Community Engagement, Draft Documents
August 2022	Urban Design Review Board
October 2022	Council Review and Adoption

CITY DATA AND RESOURCES

The following list details planning projects previously completed for the City of Forest Park, or related to Forest Park:

- Aerotropolis Atlanta Blueprint
- Atlanta State Farmers Market Master Plan
- City of Forest Park Comprehensive Plan 2018 Update
- City of Forest Park Livable Centers Initiative (LCI)
- City of Forest Park LCI Supplementals
- Starr Park Master Plan
- Clayton County Strategic Economic Development Plan
- Forest Park Main Street Design Guidelines
- Tri-Cities Urban Redevelopment Plan (Forest Park, Lake City, Morrow)



SUBMISSION DUE DATE

Responses to the RFP are due by **4:30 PM Monday March 14, 2022**. Facsimile and/or emailed responses will not be accepted. All responses should be submitted to:

Procurement
City of Forest Park
745 Forest Parkway
Forest Park GA 30297

If it is determined to be necessary, any interviews with prospective consultants will be scheduled in March 2022.

PROPOSAL SUBMISSION REQUIREMENTS

In an effort to promote waste reduction and resource conservation, please avoid superfluous use of paper (such as separate title sheets, unnecessary attachments or documents not specifically requested). The proposal must be no longer than 20 pages (not including staff resumes) and include the following:

A. Cover Letter: Summarize why the Consultant is the best firm to complete the scope of work.

B. Firm Qualifications: Provide a brief overview of the firm(s) performing urban design, planning policy and/or design guidelines, their qualifications in working with various municipal departments, commissions, election officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein.

C. Firm Experience: Describe experience related to urban design, neighborhood design guidelines, and/ or policy planning projects, with projects of similar size and scope. Provide references for at least three (3) relevant projects.

D. Project Leadership: Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project Leader's qualifications, outline their primary responsibilities, and provide examples of relevant projects of similar scope and size that demonstrate the Project Leader's ability to successfully oversee projects that are completed on time and within the budget.



E. Project Team: The Project Team should include planners, architects and/or urban designers with experience in outreach, planning policy and design guidelines. Provide an organization chart that identifies the key members of the project, their firm, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned. The City of Forest Park reserves the right to accept the proposal team in full or to restructure teams as necessary for the best possible result.

F. Approach and Work Plan: Provide a written narrative describing the Consultant team’s approach and work plan for completing the scope of work including, number of meetings and number of staff to attend meetings, and the time frame for completion.

G. Fees. Submit a fee proposal for the Scope of Work that outlines the number of hours and fee associated with each task (and subtask) and provide a list of hourly rates for all team members.

PROPOSAL EVALUATION CRITERIA

Submitted proposals shall be evaluated using the following key criteria:

- Demonstrated ability to deliver planning, urban design projects and/or design guidelines that exhibit excellent writing quality and use of high-quality graphic design that communicate clearly and are engaging and accessible to the general public.
- Staff experience and past performance to work well with community groups, various municipal departments, and City staff.
- Key Personnel and Roles (Professional skills of each individual)
- Design Approach/Methodology (Owner may evaluate firm’s or individual’s creativity and problem-solving ability)
- Project Understanding-Grasp of Project Requirements (Owner may evaluate firm’s analysis, preparation, and level of interest)
- References

The highest-ranking firm(s) may be asked to come in for an interview. After a Consultant is selected, the Director of Planning and Community Development will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

EVALUATION OF PROPOSAL

RELATIVE WEIGHT	GRADING ITEM	SCORE
25	Firm Qualification	
20	Experiences and Past Performances	
20	Key Personnel and Roles	
15	Design Approach/Methodology	
10	Project Understanding	
10	References	

SUBMITTAL CHECKLIST

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

Item #	Required Proposal Submittal Check Sheet	Check (v)
Please enclose the following in a separate sealed envelope plainly marked "Starr Park Overlay District and Design Guidelines RFP– Project Number 02082022"		
1	Cost Proposal (To be provided by Proponent)	
Please combine the following required items in a section clearly labeled as Volume 1		
2	Cover Letter	
3	Firm Qualifications	
4	Experience and Past Performance	
5	Organizational Structure/Key Personnel	
6	Approach and Work Plan	
Please combine the following required items in a separate section labeled as Volume 2		
7	Form 1: Proposal Submittal Letter Form	
8	Form 2: Illegal Immigration Reform and Enforcement Act	
9	Form 3: Contractor's Statement of Legal Status and Financial Capability	
10	Form 4: Acknowledgement of Insurance and Bonding Requirements	
11	Form 5: Acknowledgment of Addenda	
12	Form 6: Proponent's Contact Directory	
13	Form 7: List of Clients	
14	Form 8: Schedule of Contract Fully Burdened Labor Rates (N/A)	
15	Form 9: Fee Acknowledgement Letter (N/A)	
16	Form 10: Non-Collusion Affidavit	
17	Form 11: Certification Regarding Debarment, Suspension, and Other Matters	
18	Form 12: Trade Secret Status	
19	Joint Venture Agreement (if applicable)	
20	Georgia Professional License(s)	
21	State of Georgia Certificate of Existence	
22	Insurance Certificate	

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)(l)

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

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Contractor (Legal Name of Offeror)

Name of Project/Solicitation Number

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization (mm/dd/yyyy)

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

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

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

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

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

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:
FOREST PARK Solicitation #: _____
Project Name: _____
2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____
(hereinafter "Contractor")
2. Mailing Address: _____
City/State/Zip: _____
3. If at this address less than 1 year, prior address: _____
_____ City/State/Zip: _____
4. Primary contact regarding this information: _____
5. Telephone Number: _____
6. Email Address: _____

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

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

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

1. Date of organization: _____

2. State of organization: _____

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

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

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

Yes No

If Yes, provide the following information:

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

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

Yes No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

Yes No

If Yes, provide the following information:

Name	Court	Date	Status

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

Yes No

If Yes, explain: _____

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

Yes No

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

Date Filed	Court	Charge/Current Status

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

Yes No

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

Date Filed	Court	Current Status

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

- Yes No

If Yes, explain:

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

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

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

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

- Yes No

Project Name	Description	Date

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

CERTIFICATION

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

FORM 4

Acknowledgement of Insurance and Bonding

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

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Bidder 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 Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

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

The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

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

Required Submittal (FORM 7)
Reference List

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

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 10
NON-COLLUSION AFFIDAVIT

The undersigned bidder 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

Exhibit A

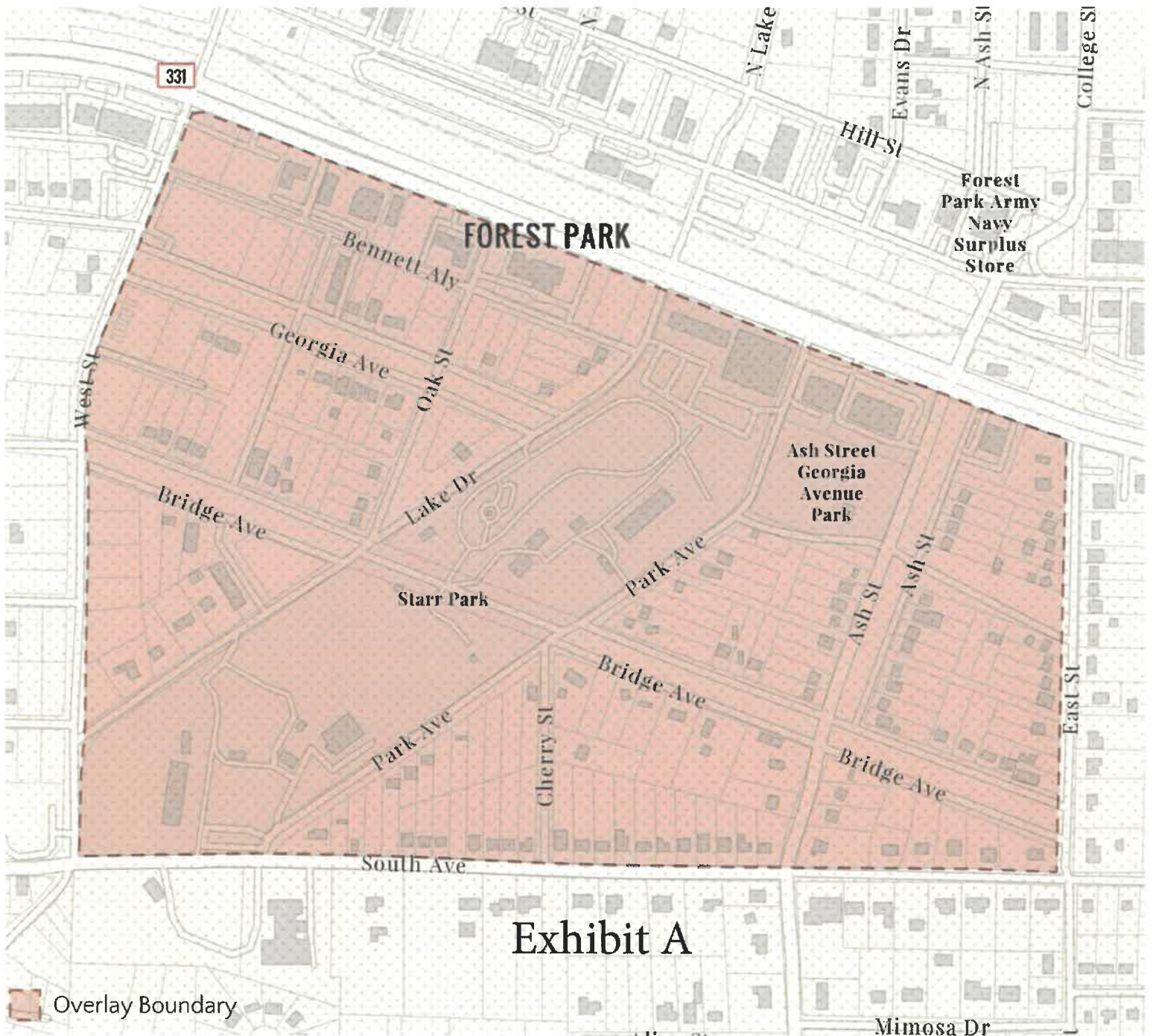


Exhibit B

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).

PRODUCER XYZ Agency Address Augusta GA 30917	CONTACT NAME: Agent PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Covington Specialty Ins Co</td> <td style="text-align: center;">13027</td> </tr> <tr> <td>INSURER B : HPG Insurance Company</td> <td style="text-align: center;">26301</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Covington Specialty Ins Co	13027	INSURER B : HPG Insurance Company	26301	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Contractor/Vendor/Subcontractor 950 East Paces Ferry Rd Roswell, GA 30305															

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	COMMERCIAL GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	STUMV	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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.

CERTIFICATE HOLDER City of Forest Park 745 Forest Parkway Forest Park GA 30297	CANCELLATION 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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