



CITY OF
FORESTPARK

Request for Qualifications

RFQ NO. 02242022

City of Forest Park Mural Project

February 24, 2022

Request for Qualifications

CITY OF FOREST PARK DEPARTMENT OF PUBLIC WORKS Project # 02242022

PROJECT OVERVIEW

Services Being Procured: The City of Forest Park, Georgia ("the city") is seeking the services of qualified mural artists with the direct knowledge, technical capability and experience in designing and installing outdoor murals.

Using Department: DEPARTMENT OF PUBLIC WORKS

Pre-Qualification Conference: Each Offeror is required to attend the mandatory Pre-Qualification Conference scheduled for the 3rd of March at 11:00a.m at the City Council Chambers. A site tour is scheduled following the Pre- Qualification Conference. 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: March 10th no later than 5:00p.m. All questions must be submitted in writing to Girard Geeter via email at ageeter@forestparkga.gov.

Qualification Statement Deadline: All Qualifications must be submitted to the City of Forest Park Department of Procurement at the address above. Qualification Deadline is the 24th of March no later than 2:00p.m. Submittals will be opened and the names of the proponents will be read aloud publicly.

City's Contact: Girard Geeter, Procurement Manager ageeter@forestparkga.gov.

Each Proponent must submit one (1) original and three (3) copies of its submittal for the evaluation process in a three (3) ring binder. Each Proponent must also submit their Cost Proposal in a separate sealed envelope.

Mission Statement

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

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Part I

Contents of Proposals/Required Submittals

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

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

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

2. **Minimum Qualifications:**

- 2.1 Artist must have completed exterior murals in public spaces.

- 2.2 Artist teams are acceptable.

- 2.3 All art must be original and may not have been produced in any form elsewhere.

- 2.4 Artist must provide and maintain insurance to cover claims for damages for personal injury, bodily injury, and property damage. The artist shall require all subcontractors to provide and maintain insurance.

- 2.5 The artist will bear the entire risk of loss or damage to the work during design, fabrication, packing, shipping and installation.

- 2.6 A maintenance plan will be required upon selection of the art.

3. **Volume I (Information drafted and provided by Proponent):** The information drafted and submitted by Proponent in response to this RFQ, which must be set forth in and include each of the following parts: General Summary of Task Order Process; Anticipated representative projects that may be the subject of a task order are included in the Scope of Work in Exhibit A: Scope of Work and Technical Specifications.

- 3.1. **Cover Page:** The cover page must contain the following information:

- 3.1.1 City of Forest Park Mural Project. The Cover page must identify the lead Person acting on behalf of the Proponent, including his/her contact name, address, e-mail address, phone number and website (if applicable) of the artist to receive all project information or any official correspondence related to the mural.

- 3.2. **Artist Resume and References:** must contain the following information:

3.2.1 Provide resumes for key personnel you intend to assign to this Project: Include degrees held, a summary list of exhibitions/ public art projects completed during the past ten (10) years, awards, current gallery affiliations, and grant/ fellowships.

3.2.1.1 Resumes should be organized as follows:

3.2.1.2 Name and Title;

3.2.1.3 Professional Background;

3.2.1.4 Current and Past Relevant Employment;

3.2.1.5 Education;

3.2.1.6 Certifications;

3.2.1.7 List of Two (2) Relevant Projects, including:

3.2.1.7.1 Client Name;

3.2.1.7.2 Project Description;

3.2.1.7.3 Role of the Individual; and

3.2.1.7.4 Client List/Reference Contact.

3.3 **Sample Image of Past Work on Similar Projects.**

3.3.1 Provide PDF images of past work to be included with your proposal. Up to ten images of past work may be sent. Annotated list of images to include description, material, location, budget, client or commissioning organization.

3.4 **Statement:**

3.4.1 Based on your community interaction and research, please describe your initial concept(s) on the project. Specifically address the proposed work from a conceptual, thematic, and/or emotional point of view.

3.4.2 Please describe the concept basis for the proposal.

3.4.3 Please describe your initial impressions of and projected approach to this art project.

3.5 **Local, Small Business, Diversity Program:** Proponent must provide an executive level plan (3 pages maximum) for achieving, at a minimum, the City LSBDD participation goals including the description of their plan for performing good faith outreach efforts if subcontracting opportunities exist. The plan should include purchasing from Local businesses and hiring Local Labor. See Attachment A. **(25% goal)**

4. **Cost Proposal:** Each Proponent must furnish and submit their Cost Proposal in a separate sealed envelope. The Cost Proposal must support the Scope of Services contained in the RFQ and fully encompass all activities in the Proponent's Proposal, inclusive of all artist fees, materials, and installation.

5. **Submission of Proposals:**

5.1. All Proposals must be submitted to the Department of Procurement 745 Forest Parkway, Forest Park, Ga. 30297 **no later than 2:00 P.M., ET on March 24, 2022.**

5.2. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your statement of qualifications that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

6. **Responsiveness and Responsibility:**

6.1. The responsiveness of a Proponent is determined by the following:

6.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

6.1.2. The completeness of all material, documents and/or information required by the City; and

6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

6.2. The responsibility of a Proponent is determined by the following:

6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;

6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;

6.2.4. The quality of performance of previous contracts or work;

6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;

6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and

6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. **Selection for Competitive Sealed Proposals:**

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria may include but not be limited to those factors contained in sections 3-1-16 of the City of Forest Park Code of Ordinances. **By submitting a statement of qualifications concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFQ by reference. Each Proponent also agrees to participate and abide by all requested information and abide by all City Programs. The City will select a qualified artist for these services.**

Part II
Information to Proponents

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

2. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.

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

4. **Pre-qualification Conference:** Each Proponent is highly encouraged to attend the scheduled Pre- qualification 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.

5. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFQ should be submitted in writing to the City’s contact person as designated in the RFQ on or before the date so designated. Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City’s website at www.forestparkga.gov. No Proponent may rely on any verbal response to any question submitted concerning this RFQ. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this RFQ. All communications by any Proponent concerning this RFQ must be made to the City’s contact person, or any other City representatives designated by the Procurement Manager in writing.

6. **Ownership of Proposals:** Each statement submitted to the City will become the property of the City, without compensation to a Proponent, for the City’s use, in its discretion.

7. **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)

8. **Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFQ is outlined in Exhibit D. Each proponent must include a copy of their liability accord insurance document with their qualification submittal.

9. Applicable Diversity Program: The City's Diversity Program applicable to this procurement if there are subcontracting opportunities. By submitting a statement in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

10. Special Rules Applicable to Evaluation of Proposals: A Proponent may submit subcontractors/subconsultants or equipment manufacturers with their statement of qualifications they plan to use. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability, resources or experience are deemed inadequate.

11. Examination of Proposal Documents:

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

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

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

12. 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 qualifications 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.

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

14. 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.

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

16. Illegal Immigration Reform and Enforcement Act: This RFQ is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its qualifications 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 statement 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.

17. 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.

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

19. 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.

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

Part III

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 RFQ.

| RELATIVE WEIGHT | GRADED ITEM | SCORE |
|------------------------|---|--------------|
| 40 | Project Concept & Approach | |
| 30 | Experience and Past Performance | |
| 25 | Artist Resumes and References | |
| 5 | Local Small Business Diversity Plan (Forms 1-4) (if applicable) | |
| 100% | Total Score | |

**PART IV
SUBMITTAL CHECKLIST**

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

| Item # | Required Proposal Submittal Check Sheet | Check (v) |
|--|---|-----------|
| Please enclose the following in a separate sealed envelope plainly marked "COST PROPOSAL ENCLOSED – FOREST PARK - MURAL – PROJECT NO.: 02242022" | | |
| 1 | Cost Proposal | |
| Please combine the following required items in a section clearly labeled as Volume 1 | | |
| 2 | Cover Page | |
| 3 | Artist Resume and References | |
| 4 | Experience and Past Performance | |
| 5 | Statement | |
| 6 | Local, Small Business, Diversity Program Plan (if applicable) | |
| Please combine the following required items in a section clearly labeled as Volume 2 | | |
| 7 | Form 1: Proposal Submittal Letter Form | |
| 8 | Form 2: Illegal Immigration Reform and Enforcement Act | |
| 9 | Form 4: Acknowledgement of Insurance Requirements | |
| 10 | Form 5: Acknowledgment of Addenda | |
| 11 | Form 6: Proponent's Contact Directory | |
| 12 | Form 7: List of Clients | |
| 13 | Form 10: Non-Collusion Affidavit | |
| 14 | Form 12: Trade Secret Status | |
| 15 | Joint Venture Agreement (if applicable) | |
| 16 | State of Georgia Certificate of Existence | |
| 17 | Local, Small Business, Diversity Program (LSBD Forms 1-6) (if applicable) | |

FORM 1
BID SUBMITTAL LETTER

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

RFQ # _____

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

The undersigned acknowledges and agrees that the 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 RFQ 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.*

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 RFQ 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 requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements. I represent that I am authorized to make the representation contained herein on behalf of the Proponent.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

FORM 5
ACKNOWLEDGMENT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

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

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

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

Required Submittal (FORM 7)
Reference List

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

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

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

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 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 12
TRADE SECRET STATUS

ATTACHMENT A

**LOCAL, SMALL BUSINESS,
DIVERSITY PROGRAM**

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 RFQB are subcontracting/subconsultant forms that all Bidders will be required to complete along with their Bids (in addition to general contractor forms). All forms included in this solicitation must be completed for Bidder to be considered responsive.

Each Bidder must propose to achieve the LSBDD participation goal that is equal or greater than the percentage required. Each Bidder 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;
2. The business or supplier must provide a copy of a current occupational tax certificate;
3. 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
4. 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. LSBDD-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 LSBD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBD 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 LSBD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

5. LSBE-5 Post Award Monthly LSBD Participation Report – Contract Goal: Report detailing percentage of LSBD 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 LSBD subcontractor is being substituted following post bid.

Supplements

1. Form LSBD-1, Covenant of Non-Discrimination
2. Form LSBD-2, Sub-Contractor Contact Form – Contract Goal
3. Form LSBD-3, Local, Small Business, Diversity Project Participation Plan
4. Form LSBD-4, Statement of Good Faith Efforts
5. Form LSBD-5, Post-Award-Monthly LSBD Participation Report Contract Goal
6. Form LSBD-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 bid. **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 |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |

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 |
| | | | | | |
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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 |
|---------------------------------|---|---|----------------------------|---------------------------------|--------------------|
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Bidder'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 Bidder 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 Bidder: All LSBD Participation Plans must be signed and dated by Bidders.

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% |
| | | | | | | |
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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, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDs in your bid. 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 Bidder or Bidder 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:

- | | Yes | No | |
|-----|--------------------------|--------------------------|---|
| 1. | <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. |
| 2. | <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. |
| 3. | <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. |
| 4. | <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. |
| 5. | <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 Bidder/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. |
| 6. | <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. |
| 7. | <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. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the COFP Procurement Department seeking assistance in identifying available LSB-Ds. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with LSB-Ds. |
| 10. | <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 Bidder/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 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 |
|----------------------------------|---------------------|-------------------------------------|---------------------------------------|------------------|
| | | | | |
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| | | | | |

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

% CONTRACT: _____

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

SIGNED _____
CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____



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

SCOPE OF SERVICES

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION. The Contractor is required to provide artistic services for The City of Forest Park in accordance with the services contained in the contract.

2.0 SCOPE OF SERVICES.

This RFQ is to select an artist(s) to produce a mural on an outdoor wall at the property located at Conley Rd, Forest Park, GA 30297 and at the intersection on Pineridge Rd & Alder Dr, Forest Park, GA 30297 commissioned by the city. Project installation of artwork will continue until artist completion.

3.0 PROJECT DESCRIPTION

Type of Project: Outdoor Wall Mural

Surface of Project: Painted concrete block

Overall area for all Murals at both locations: roughly 4577sf (See Appendix B)

Project Address: Conley Rd, Forest Park, GA 30297 and at the intersection on Pineridge Rd & Alder Dr, Forest Park, GA 30297

Condition of Surface: Four (4) concrete retainer walls

4.0 ART GOALS

The mural project seeks to bring beauty to what would otherwise be a cold, blank wall and also celebrate the energy and diversity of the local area. Given the wide range of potential visitors and diverse cultures of the residents that travel on these streets, the mural should celebrate the “coming together” of all these diverse groups. The mural should highlight Forest Park’s rich cultural history while developing new expressions for the current times and enthusiasm about its future. This mural will transform this wall face into a vibrant, colorful and welcoming element to Forest Park.

5.0 SITE LOCATION

Forest Park is a city in Clayton County, Georgia, United States. It is located approximately nine miles south of Atlanta. The project site at Conley Rd is a highly visible location that is seen from the main thoroughway, Jonesboro Rd, and is in close proximity to Interstate 258. Pineridge Rd & Alder Dr is conveniently located near I-285, I-85, and I-75. With close proximity to Atlanta Hartsfield Airport, Pineridge Rd & Alder Dr is nestled in a diverse single family residential neighborhood.

EXHIBIT B
AUTHORIZING LEGISLATION

To Be Inserted

EXHIBIT C

CONTRACTOR'S FURNISHED
DOCUMENTS
Reserved

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. 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 or business auto 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, and Auto Liability 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 The City of Forest Park (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: | | |
| 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 : | | |

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 | | 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.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Forest Park 745 Forest Parkway Forest Park GA 30297 | 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  |
|---|---|

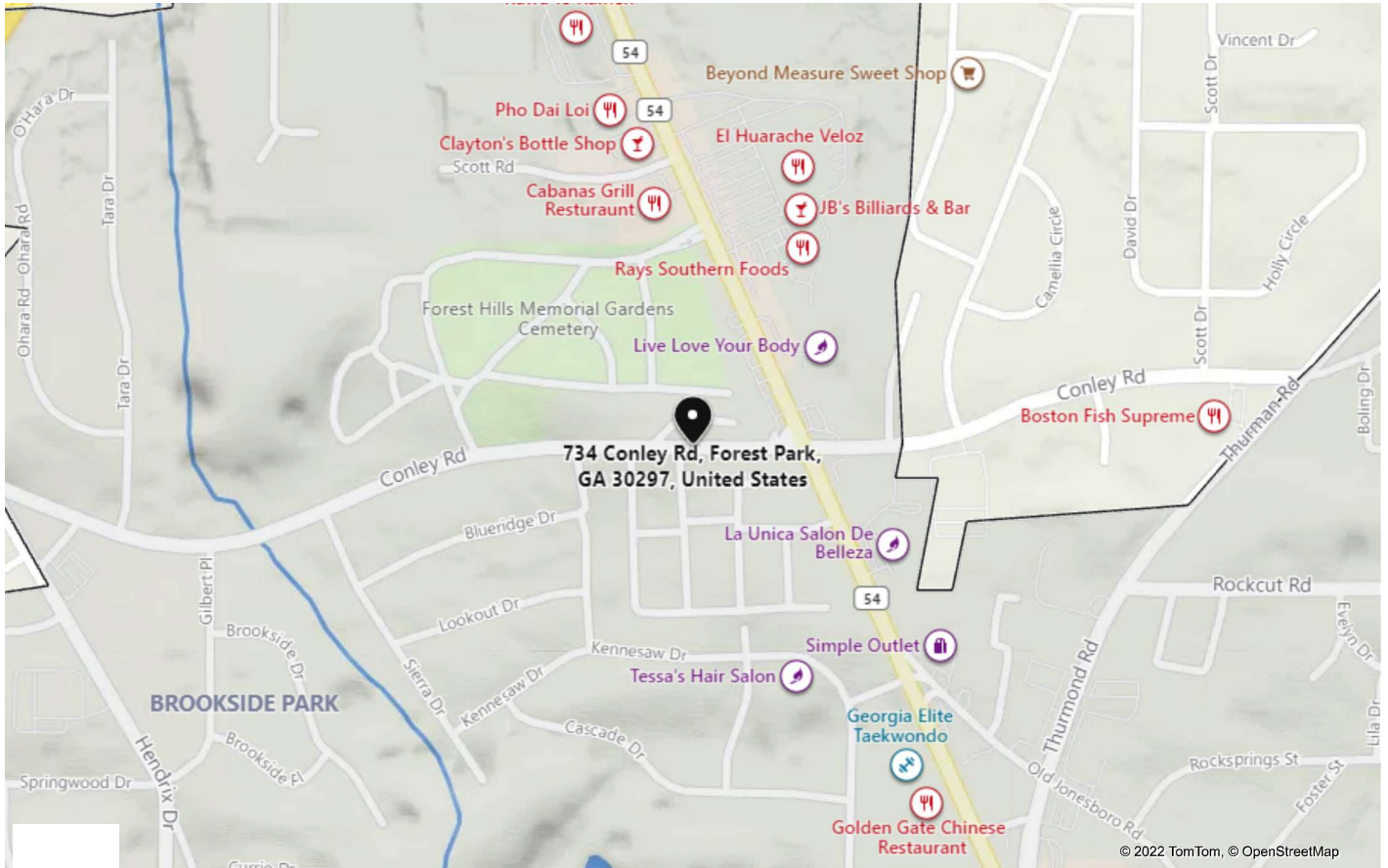
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Appendix A

Map of Project Locations

734 Conley Rd, Forest Park, GA 30297, United States

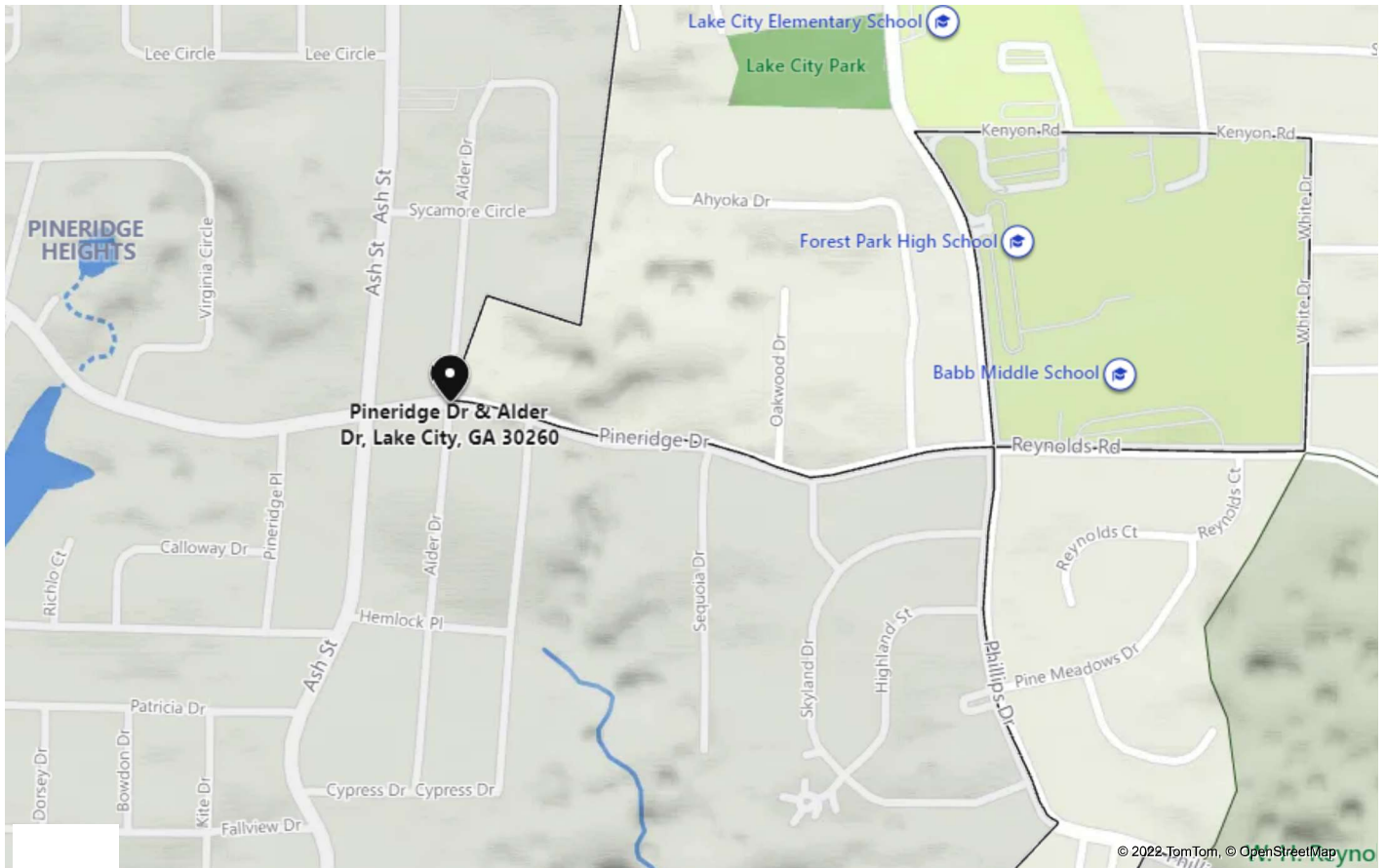
Project location is at the intersection of Conley Rd and Jonesboro Rd



Pineridge Dr & Alder Dr, Lake City, GA 30260

Location: 33.603812, -84.36292

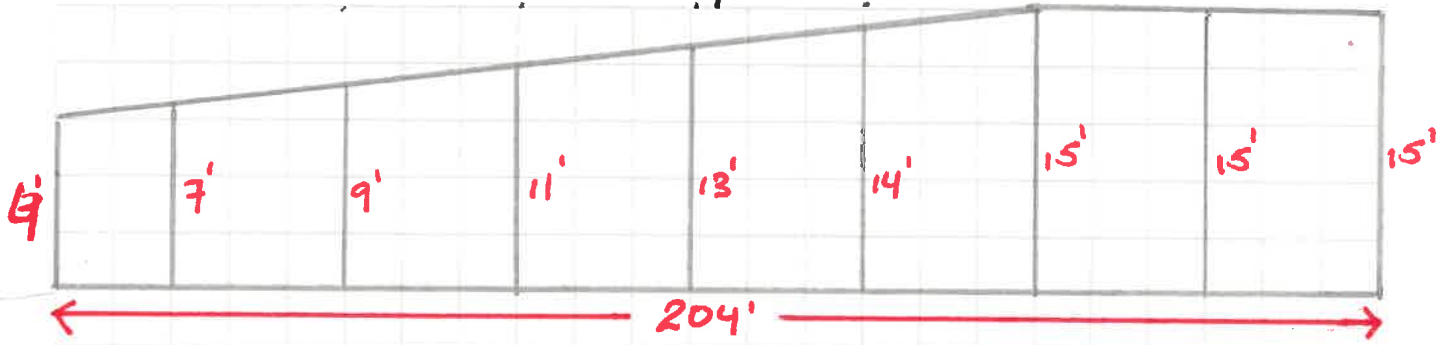
Project Location is at the intersection of Pineridge Dr & Alder Dr



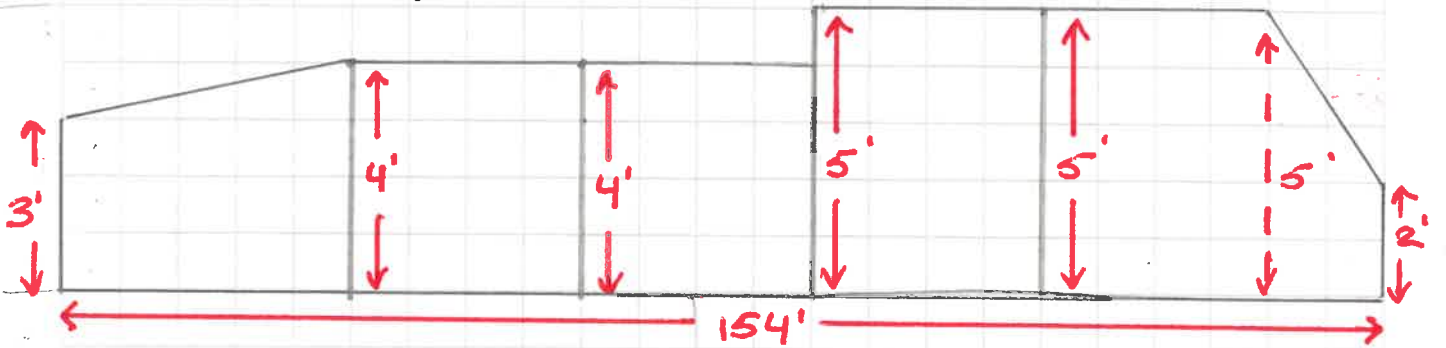
Appendix B

Wall Square Footage

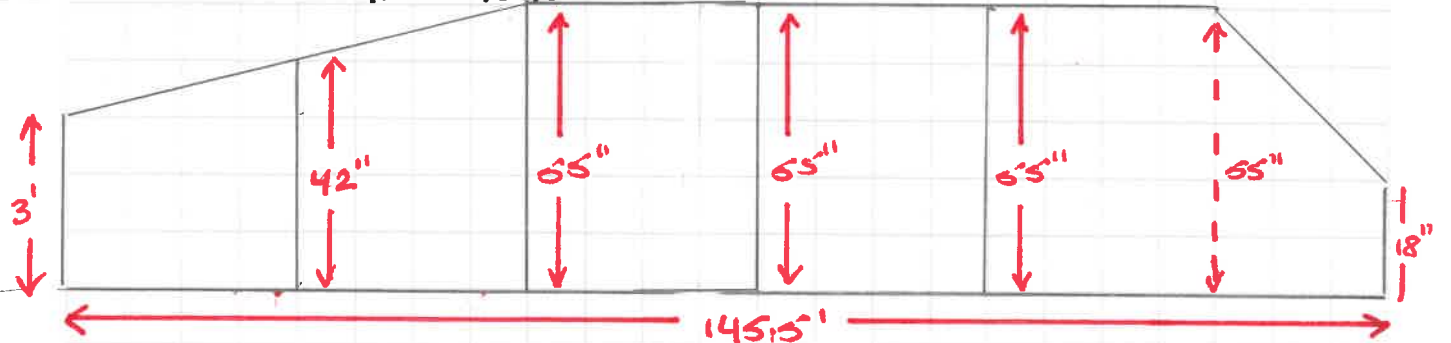
CONLEY RD - 2,202 SQ FEET



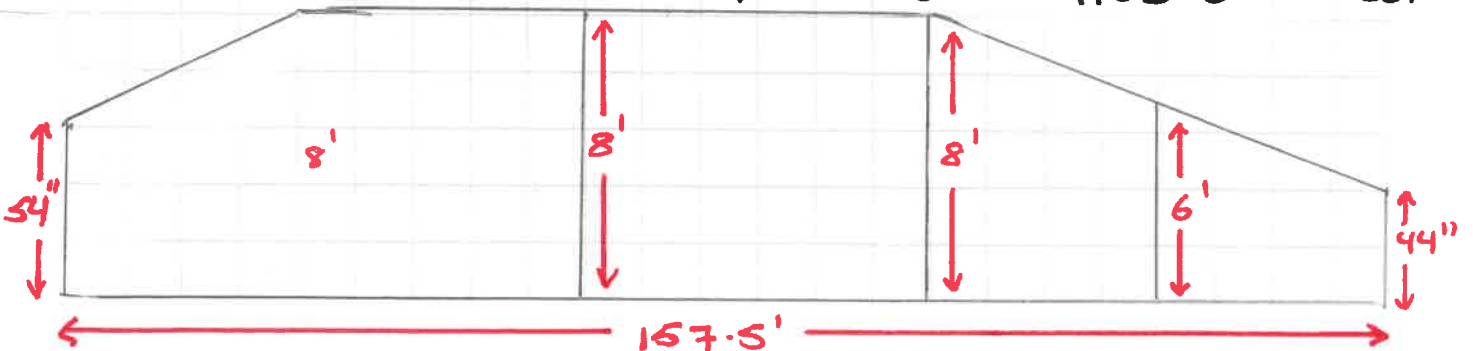
PINERIDGE RD & ALDER DR - 655 SQ FEET



PINERIDGE RD & ALDER DR - 611.75 SQ FEET



PINERIDGE RD & ALDER DR - 1108.5 SQ FEET



Appendix C

Photos of Project Area















