



CITY OF
FORESTPARK

Request For Proposals

RFP NO. 02092023

Short-Term Rental Compliance Services

February 09, 2023



CITY OF
FORESTPARK

745 Forest Parkway, Forest Park, GA 30297

404-366-4720

Website Home Page: www.forestparkga.gov

February 09, 2023

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Forest Park (the “City”), Procurement Division (“PD”), a proposal for **Short-Term Rental Compliance Services**. The Forest Park City Council approved a new short-term rental (STR) ordinance to identify, monitor, manage and enforce tax compliance on short-term rental properties within the City. To assist in enforcement and compliance with this ordinance, the City seeks to secure Request for Proposals (“RFP”) from qualified proponent(s) to provide cloud-based computer software as a Service solution for the monitoring, enforcement support, and administration of the Short-Term Rental Ordinance. In addition to monitoring and enforcing regulations, the software is meant to help the City collect data on the extent of non-compliance issues, address identification, provide a web portal for applying and renewing Accommodation Excise Tax certificates, collection of Accommodation Excise taxes, and maintain a 24-hour hotline to take in short-term rental complaints.

A **Pre-Proposal Conference** will be held on **Tuesday, February 21, 2023, at 11:00 a.m.**, at the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the DPW and the PD available at the conference to discuss this project and to answer any questions. Proponents are strongly recommended to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference are **not** authoritative. **The last date to submit questions in writing is Tuesday, March 07, 2023 by 5:00 p.m.**

Your response to this Request for Proposals must be submitted to designated staff of the Procurement Division at 745 Forest Parkway, Forest Park, GA 30297, **no later than 2:00 p.m., EST, Tuesday, March 28, 2023.**

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****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.****

Proposals will be publicly opened and read at 2:01 p.m. on the respective due date in the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297.

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility for monitoring the City's website for any addenda to the RFP. In the event of a conflict between a version of the Proposal in the Proponent's possession and the version submitted to the PD, the version submitted to the PD shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to procurement@forestparkga.gov to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

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

Thank you for your interest in doing business with the City.

Sincerely,

A. Girard Geeter
Procurement Manager

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

Information to Proponents

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

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement Code, and the particular method of source selection for the services sought in this RFP is Code Section 3-1-16; Competitive Sealed Proposals. **By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference. Each Proponent also agrees to participate and abide by all requested information and abide by all City Programs.**

3. Minimum Qualifications:

- 3.1 A Joint Venture is optional for this RFP.
- 3.2 The Proponent (including majority member of the joint venturer) must have a minimum of five (5) years of experience as a Short-Term Rental Compliance Services consultant within the last ten (10) years.
- 3.3 Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

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

5. **Proposal Deadline:** Your response to this RFP must be received by the Department of Procurement, no later than 2:00 P.M., ET on March 28, 2023. Any Proposal received after this time will not be considered and will be rejected and returned. Proposals will be opened, and the names of the proponents will be read aloud publicly.

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

7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP shall be in writing and are to be submitted to the City of Forest Park; Attention: A. Girard Geeter – Procurement Manager, via email at procurement@forestparkga.gov on or before the date so designated. Questions

received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at www.forestparkga.gov/rfps or <https://www.bidnetdirect.com/georgia/cityofforestpark>. Documents will also be available on the Georgia Procurement Registry website located at: <https://ssl.doas.state.ga.us/PRSapp/PRindex.jsp>. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are **strictly prohibited** from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Procurement Manager in writing.

8. Ownership of Proposals: Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

9. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]" (Form 12)

10. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Exhibit D: Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

11. Applicable Diversity Program: The City's Diversity Program applicable to this procurement are set forth in Attachment A: Local, Small Business, Diversity Program (LSBD Forms 1-6), attached to this RFP at Part V; Required Submittal Forms. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

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

13. Examination of Proposal Documents:

- 13.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- 13.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum

to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

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

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

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

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

- a. Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Proponents;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;
- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- g. Uncompleted Work for which the Proponent is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Proponent; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

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

18. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly

known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (Form 2), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (Form 2) on behalf of and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (Form 2). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (Form 2) precedes the Affidavit.

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

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

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

22. **Contract Period.** It is anticipated that a contract, if awarded, will be for a base period of three (3) years, beginning upon receipt of a Notice of Award and followed by one (1) additional, two (2) year extension option. The City will inform the successful Proposer, in writing, of its intent to execute any further extensions thirty (30) days prior to the end of any contract period then in existence. Notwithstanding the aforementioned, an awarded contract will not be extended beyond the five potential years outlined without being subject to re-bidding.

PART II
TECHNICAL INSTRUCTIONS AND QUALIFICATIONS

1. BACKGROUND INFORMATION ON CITY OF FOREST PARK: Forest Park is a city in Clayton County, Georgia, United States. It is located approximately nine miles (14 km) south of Atlanta and is part of the Atlanta–Sandy Springs–Marietta Metropolitan Statistical Area. As of the 2020 census, the city had a population of 19,932.

2. GENERAL SUMMARY; QUALIFICATIONS:

2.1 The City Council of Forest Park, Georgia approved an ordinance to identify, monitor, manage and enforce tax compliance on short-term rental properties within the city. At this time, the City of Forest Park does not possess the ability to identify, monitor or fully enforce the regulations established by the City Council. Accordingly, The City is seeking a third-party expert to assist the City by electronically identifying and monitoring short-term rental properties as well as assisting in the development of a system for enforcing the established ordinances and regulations. A copy of the City’s ordinance can be provided at the Proponent’s request.

2.2 All Services will be performed in accordance with the Contract, if awarded. Any Proponent awarded a Contract pursuant to this **RFP** will be required to procure all required subcontractors/ subconsultants, vendors, materials and any other items or services required to complete each project awarded. Selected Proponents may develop a cost proposal for the project subject to any predetermined fee or general conditions compensation payable under any Contract awarded under this RFP. If City accepts a cost proposal, it will execute a Contract for the project with the successful Proponent.

2.3 **The City contemplates selecting one (1) Consultant for an award of Contract pursuant to this RFP.**

2.1. No minimum amount of Services are guaranteed to any Proponent receiving an award of a Contract pursuant to this RFP.

3. GENERAL REQUIREMENTS:

The City of Forest Park requires the proposer to perform the following professional consulting services as it relates to the above- described project.

1. Seek Software as a service – Cloud -based system
 - a. Data must be encrypted both at rest and in transition.
 - b. Personally identifiable information (PII) can be sensitive and must be hosted in the U.S.
 - c. All data collected, generated, or obtained by any party and stored in the software is the property of the City and can be exported at any time.
2. Compliance Monitoring - identify and monitor non-complying short-term rentals.

3. Create and maintain a database of short-term rental units (both permitted and non-permitted)
 - a. Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Forest Park
 - b. Create and maintain a comprehensive inventory of all short-term rentals in Forest Park.
 - i. This list shall include, but is not limited to, the listing URL, location address, owner name, and contact information, property type.
 - c. Data to be exportable to the GIS program in batch.
 - d. The database should allow City staff to search, correct, and append with additional information.
 - e. High-resolution screenshots of all new active listings (captured weekly or at the request of the City)
4. Support to the City with court cases when necessary
 - a. Vendor to provide documentation for Court Cases
5. Compliant Monitoring
 - a. Regularly monitor Short-Term rental listings and update data accordingly.
6. Monitor short-term rentals regularly for compliance with the City's Short-Term Rentals Ordinance (Title 9, Chapter 16)
7. Vendor to prepare and submit weekly to the City a master list of short-term rental units known or suspected to be operating in violation of City codes and requirements
8. Provide reports, analysis, documentation, and access to online data as required. Describe reports that are provided.
9. Vendor to provide 24 hours – 7 days' hotline service.
10. Complaint Hotline – a single point of contact for complaints so that police services are not unduly burdened.
11. Notifications – automated way to send messages to all property owners/managers
12. Creation, development, and design of the Short-Term Rental License and creation and development of the application for the license as well as a renewal application; and creation and development of the sample notice (flyer/poster) to be posted at the Short-Term Rental containing the requisite information.
13. Online Tax Support System – make it easy and efficient for remittance of taxes.
14. Provide Reports for non-reporting accounts
15. The system must track violations and any license that is revoked.
16. The system must produce any non-compliance letters or suspension letters.
17. Provide a web-portal for Citizens to apply and pay their license fee, including the ability for citizens to renew the license every year.
18. Provide cross-reference for licenses and payments to identify accounts not paying, or accounts paying with no license.
19. Provide the payment processor for Citizens to pay online for license by credit card.
20. Must be able to collect a convenience fee on license and tax payments for the City to manage.

21. Provide the ability for professional management companies of rentals to submit batch payments.
22. Provide the ability for owners or Managing agency of property the ability to obtain a single license for multiple properties under common ownership or professional management.
23. Before issuing a renewal of a license the system must check to see that no license has revoked in the last 12 months.
24. The system will apply and collect any late fees for non-payment of taxes

4. TECHNOLOGY REQUIREMENTS

1. Provide a secure cloud-based environment.
2. PC Requirements - Describe the optimal hardware and browser environment required to utilize the proposed software.
3. Database Requirement – Describe the database that will be used.
4. Describe how to export data from the system and the formats that are available for download.
5. Software Version – How often do you push out a new version.
6. Do you send out a road map of future enhancements?
7. Will you provide the most current version during implementation?
8. Upgrade Tools: What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during an upgrade? How many versions of the software does your company support?
9. The proposed solution must meet the following minimum performance standards: Availability – 99.9%
10. Web-hosting Requirements – Public web portal to be customized to match the City’s color schema, including adding the City’s logo.
11. The public web portal for payments must be ADA and PCI compliance.
12. Describe how reports are scheduled and delivered. Do they automatically email out to staff?
13. How is your software license? Based on the number of STRs, Population, Client Access Licensing (CALs) - Specify Concurrent vs. “Per Seat” or unlimited.
14. What security protocols are included with the software? How do restrictions to the following work: administrative tool access, application access, menu access, record access, field access, and querying/reporting access?
15. What is included in the user security profile? Where is the security profile stored?
16. Ad-Hoc Query and Report Generation: No predetermined set of standard statistical reports or summaries can anticipate the management or other stakeholders’ requirements. The proposal should describe the system’s overall capabilities to conduct queries and generate ad hoc reports.
17. Describe the support of the system and the availability of staff to resolve the issue. Describe the process for reporting issues. Support must be U.S. based.
18. Data retention and business continuity of backups. As with any system, there will be a need to backup and restore the system. Proposals must specify how the system addresses this issue.
19. A minimum of 30 to 90 days of incremental daily backups and one year of monthly

backups are required. Will the City have the option to do a cloud-to-cloud backup if desired?

5. PROPOSAL SUBMISSION REQUIREMENT:

5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: 02092023, SHORT- TERM RENTAL COMPLIANCE SERVICES and the name and address of the Proponent. All Proposals must be submitted to:

A. Girard Geeter
Procurement Manager
Department of Procurement
745 Forest Parkway
Forest Park, Georgia 30297

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

6. COST PROPOSAL FEE SCHEDULE:

6.1. Each Proponent must submit a Cost Proposal using the form provided by the City at Part 6; Services Agreement; Exhibit C - Cost Proposal Form. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The sealed envelope containing the Cost Proposal shall be enclosed in a separate package plainly marked on the outside with the notation "COST PROPOSAL ENCLOSED – FOREST PARK – SHORT-TERM RENTAL COMPLIANCE SERVICES– PROJECT NO.: 02092023"; The Proponent's name shall be clearly printed on the exterior of the envelope containing the sealed bid.

7. RESPONSIVENESS AND RESPONSIBILITY:

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

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

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

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

2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement or provide the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

Part III

Content of Proposal

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

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

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

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

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

- 2.1.1 **Short Term Rental Compliance Services.** The Title page must identify the lead Person acting on behalf of the Proponent, including his/her contact name, address, e-mail address, phone number. The Title page must contain at a minimum the following information: Complete legal name of the Proponent, the names of the legal entities that comprise the Proponent, if it is a joint venture or partnership or other business entity whose ownership interests may be vested in business or other legal entities.

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

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

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

- 2.3 **Management Plan:** The City requires that each Proponent be capable of self-performing as well as managing the work of all subcontractors/sub-consultants or similar persons or entities. The Proponent should describe in detail:

- 2.3.1 The capacity and capability to perform multiple projects at multiple locations simultaneously. Please describe how the firm plans to perform multiple tasks and to execute the work assigned to the Team.

- 2.3.2 Describe the Team's role and duties of each position by indicating who will manage the overall project, attend project meetings, prepare work orders, negotiate with subcontractors, supervise the project and perform administrative tasks.
 - 2.3.3 Describe Proponent's work plan to accomplishing the project. The plan should include the Team approach to the phasing, schedule and logistics in order to accomplish the completion of the project.
 - 2.3.4 Provide your approach to the expeditious close out of the project, corrections to unacceptable work, and punch list procedures.
 - 2.3.5 Please describe your process for tracking and performing warranty work.
- 2.4 **Experience and Past Performance:** The City requires that each Proponent be capable of self-performing a minimum of thirty-five (35) percent of the work and/or managing all subcontractors/subconsultants or similar persons or entities unless authorized by the City to do more. The Proponent must submit the following information to demonstrate its experience in these two key aspects of the work:
- 2.4.1 Full time employees of the Proponent (including administrative staff) to include position, years with Proponent, and licenses or certifications held (if applicable);
 - 2.4.2 The physical resources the Proponent owns, including equipment, vehicles, temporary office trailers, etc. (include the year and model when identifying equipment and vehicles); and
 - 2.4.3 A matrix identifying 3 projects the Proponent, as a Short-Term Rental Compliance Services Consultant, has completed during the past 10 years. The matrix must include:
 - 2.4.3.1 The name of the project;
 - 2.4.3.2 The value of the contract under which Proponent;
 - 2.4.3.3 Start and end dates of the project;
 - 2.4.3.4 Brief description of the project, including size and major work components;
 - 2.4.3.5 Description of work performed by the Proponent;
 - 2.4.3.6 Number of subcontractors/subconsultants managed by the Proponent and the work performed by those subcontractors/subconsultants;
 - 2.4.3.7 Owner references for each project, including contact name and telephone number;
 - 2.4.3.8 Indicate the number of change orders required to complete the project and the value, individually and collectively, of the change orders;

- 2.4.3.9 Local, Small Business and Diversity Program goals for each project and actual participation achieved by Proponent;
- 2.4.3.10 Safety performance (specifically identify any lost time accidents, work suspensions due to unsafe conditions, etc.).

2.5 **Organization Structure and Resumes:**

- 2.5.1 Organizational chart is required depicting key team and their titles.
- 2.5.2 Describe the position roles in the organization chart.
- 2.5.3 In the event there is need to replace key team members during the term of any Contract awarded, if any, Proponent must describe its back-up personnel, include Identify the individual(s) and role(s).
- 2.5.4 Provide resumes for all staff to be used on this project. Submission of these names constitutes a commitment to use these individuals if the Proponent is awarded a Contract, and changes may be made only with the prior written consent of the City. For each person listed, submit a written resume not exceeding two (2) pages per person, organized as follows:

- 2.5.4.1 Name and title;
- 2.5.4.2 Professional background;
- 2.5.4.3 Current and past relevant employment;
- 2.5.4.4 Education;
- 2.5.4.5 Certifications; and
- 2.5.4.6 List of three (3) relevant projects, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

2.6 **Quality Control Plan Approach:** Proponent must submit an executive level plan describing the management process the Proponent will implement to ensure all work and services performed are of the highest quality. The approach should include a description of the Proponent's process as it pertains to equipment, methods, techniques and procedures used to ensure accurate and comprehensive services to the City. Proponent should describe its means and methods of reporting levels of service (LOS), etc. Describe the Proponent's corrective action plan. Describe how the Proponent's organizational structure supports this plan and clearly identify responsible and accountable parties.

2.7 **Local, Small Business, Diversity Program:** Should there be any subcontracting opportunities, Proponent must provide their plan for achieving, at a minimum, the City LSBDD participation goals, including their attempt at performing good faith outreach efforts. Proponents must sign and submit LSBDD Forms 1-4 with their proposal. Please refer to Attachment A. (25% goal)

Part IV

EVALUATION OF PROPOSAL

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

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

PART V

SUBMITTAL CHECKLIST

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

| Item # | Required Proposal Submittal Check Sheet | Check (v) |
|---------------|---------------------------------------------------------------------------|------------------|
| 1 | Title Page | |
| 2 | Executive Summary | |
| 3 | Management Plan | |
| 4 | Experience and Past Performance | |
| 5 | Organizational Structure/Key Personnel | |
| 6 | Quality Control Plan Approach | |
| 7 | Procurement Plan (N/A) | |
| 8 | Local, Small Business, Diversity Program Plan | |
| 9 | Safety Record and Experience (N/A) | |
| 10 | Surety Letter Regarding Bonding History (N/A) | |
| 11 | Form 1: Proposal Submittal Letter Form | |
| 12 | Form 2: Illegal Immigration Reform and Enforcement Act | |
| 13 | Form 3: Contractor's Statement of Legal Status and Financial Capability | |
| 14 | Form 4: Acknowledgement of Insurance Requirements | |
| 15 | Form 5: Acknowledgment of Addenda | |
| 16 | Form 6: Proponent's Contact Directory | |
| 17 | Form 7: List of Clients | |
| 18 | Form 8: Schedule of Contract Fully Burdened Labor Rates (N/A) | |
| 19 | Form 9: Fee Acknowledgement Letter (N/A) | |
| 20 | Form 10: Non-Collusion Affidavit | |
| 21 | Form 11: Certification Regarding Debarment, Suspension, and Other Matters | |
| 22 | Form 12: Trade Secret Status | |
| 23 | Joint Venture Agreement (if applicable) | |
| 24 | Georgia License(s) | |
| 25 | State of Georgia Certificate of Existence | |
| 26 | Insurance and Bonding Requirements | |
| 27 | Local, Small Business, Diversity Program (LSBD Forms 1-4) | |

FORM 1
BID SUBMITTAL LETTER

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

RFP # _____

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

The undersigned acknowledges and agrees that the bid submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the bid made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporate 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)(1)

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, ZIPCode | 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

Required Submittal (FORM 3) (cont.)

Contractor's Statement of Legal Status and Financial Capability

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

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

FORM 4

Acknowledgement of Insurance

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

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

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

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

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

Required Submittal (FORM 7)
Reference List

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

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

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

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

(Non- Applicable for this project)

PROPONENT NAME: _____

| Position | Raw Rate | Multiplier | Fully Burdened Labor Rate |
|----------|----------|------------|---------------------------|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

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

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

FORM 9
Fee Acknowledgement Letter

(Non- Applicable for this project)

FORM 10
NON-COLLUSION AFFIDAVIT

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

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

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

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

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

Notary Public Signature

My Commission Expires: _____

FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

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

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

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

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

Signature of Authorized Agent

Name/Title of Authorized Agent

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

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

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 12

TRADE SECRET STATUS

Attachment A

Local, Small, Business Diversity Program

LSBD Forms (1-6)



CITY OF
FORESTPARK

Local Small Business Diversity Program

745 Forest Parkway, Forest Park, GA 30297404-366-4720

Website Home Page: www.forestparkga.gov

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

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

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

These forms are requirements under the City of Forest Park’s Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non- responsive.

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

A business is considered Local if they meet the following:

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

LSBD Required Forms –

To be submitted with Bid:

1. LSBD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBDD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBDD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBDD 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 LSBDD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

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

Supplements

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

FORM LSBD-1

COVENANT OF NON-DISCRIMINATION

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

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

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

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

By:_____

Title:_____

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

Notary Public:_____

My Commission Expires:_____

[SEAL]

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

Instructions to Contractors

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

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

Signature: _____ Contact No: _____ Date: _____

FORM LSBD-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

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

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

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

FORM LSBD-3

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

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

| Name of Sub-Contractor/Supplier | Company Name, Address, Email, and Phone Number | City of Forest Park Business License? (Yes or no) | Type of Work to be Performed | Owner of Business (See code below) | Dollar (\$) Value of Work | Percentage of Total Bid Amount |
|---------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|------------------------------------|---------------------------|--------------------------------|
| John Smith | Company ABC 123 Main Street Forest Park, GA 30297 jsmith@email.com 770-123-4698 | Yes | Hauling | DBE | \$4200 | 8.4% |
| | | | | | | |
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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: _____

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/proposal, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDs in your bid/proposal. Describe specific actions (i.e., phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

CERTIFICATION OF GOOD FAITH EFFORTS

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

(Name of Organization)

(Print Name)

(Title)

(Signature)

(Date)

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

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

- | | 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 Proponent/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 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 Proponent/Bidder’s efforts to meet COFP’s LSB-D goal. If you require assistance in identifying certified LSB-Ds, please contact the Procurement Division at procurement@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

Short Term Rental Compliance Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date"), between _____ ("Contractor") and City of Forest Park (the "Customer"). This Agreement sets forth the terms and conditions under which Contractor agrees to provide certain compliance services with respect to the Customer's Short-Term rental ordinance (the "Services") as further described in the attached Exhibit A.

| | |
|----------------------------|------------------------------------------------------|
| Contract Name: | Contract No. 02092023 |
| Contractor | City of Forest Park |
| Name: | Using Agency: |
| Address: | Address: 745 Forest Parkway Forest Park, GA 30297 |
| Phone: | Phone: 404-366-4720 |
| Fax: | Fax: |
| Authorized Representative: | Authorized Representative: |

1.0 Services.

- 1.1 Subscriptions. [CONTRACTOR TO INSERT LICENSING LANGUAGE FOR ANY PROPRIETARY SOFTWARE UTILIZED IN CONNECTION WITH THE SERVICES.]
- 1.2 Provision of Services. Contractor agrees to provide those services set forth on Exhibit A. Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing. Contractor will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services. Contractor may update the Services from time to time. If Contractor updates the Services in a manner that materially improves functionality, Contractor will inform the Customer.
- 1.5 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents attached hereto. The Contract Documents include the following:

- a. This Agreement
- b. RFP NO. 02092023 and Contractor's entire submission in response

To the extent any of the provisions of this Agreement conflict with Contractor's entire submission in response to the RFP, the terms of this Agreement shall govern.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services. Contractor's responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 Compliance. Customer is responsible for use of the Services and will comply with laws and regulations applicable to customer's use of the Services, if any.
- 2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Contractor of any unauthorized use of or access to the Services.
- 2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.
- 2.5 Third Party Requests.
 - 2.5.1 "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Contractor only if it cannot obtain such information despite diligent efforts.
 - 2.5.3 If Contractor receives a Third Party Request, Contractor will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Contractor's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If

Customer fails to promptly respond to any Third Party Request, then Contractor may, but will not be obligated to do so.

- 2.5.4 If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Contractor of Customer's receipt of such Third Party Request; (B) comply with Contractor's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Contractor with information required for Contractor to respond to the Third Party Request. If Contractor fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Contractor any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Contractor, Contractor trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.

3.2 Suggestions. Contractor may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Contractor or post in Contractor' online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Contractor, or except as required by law, any Confidential Information of Contractor, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Contractor. The Parties otherwise understand that the City as a municipality of the State of Georgia must comply with Georgia Open Records Act ("GORA"), and, unless exempted, the City is obligated to provide duly kept public records upon request.

4.0 Fees & Payment.

4.1 Fees. Customer will pay Contractor for all applicable fees upfront annually in accordance with the fee schedule set forth on Exhibit C.

4.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

5.0 Term & Termination.

5.1 Term. The initial term of this Agreement shall be 3-year(s) commencing on the Effective Date, which may be renewed at the option of the City a further period of 2-year(s) upon each expiry of the then current term, upon the City providing written notice of its intention to renew at least 45 days prior to the end of the then current term.

5.2 Termination for Convenience. If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Contractor to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for systematic or mass outreach activities (including traditional mail, electronic mail, and/or telephone campaigns); and (ii) after a reasonable period of time, Contractor may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

5.4 Termination for Breach: Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

5.5 Refund or Payment upon Termination for Breach. If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Contractor will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. If this Agreement is terminated by Contractor in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Contractor for the period prior to the effective date of termination.

5.6 Effects of Termination for Breach. If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Contractor to Customer will cease immediately (except as set forth in this section); (ii) Contractor may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Contractor may delete any

Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

Contractor will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegation that Contractor's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Contractor have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Contractor and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

7.0 Exclusion of Warranties; Limitation of Liability.

7.1 Exclusion of Warranties. Except as explicitly set forth in this Agreement, Contractor makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. Contractor does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services

7.2 Limitation on Indirect Liability. To the fullest extent permitted by law, except for Contractor's indemnification obligations hereunder, neither Customer nor Contractor and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

8.0 Miscellaneous.

8.1 Terms Modification. Contractor may wish to revise this Agreement from time to time. If a revision, in Contractor's sole discretion, is material, Contractor will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

8.2 Entire Agreement. The Agreement including the invoice and order form provided by Contractor, constitutes the entire agreement between Customer and Contractor with

respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.

- 8.3 Governing Law. This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Georgia.
- 8.4 Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of Contractor. Contractor may not assign this Agreement without providing notice to Customer, except Contractor may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
- 8.7 Force Majeure. Except for payment obligations, neither Contractor nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

IN WITNESS WHEREOF Contractor and the Customer have executed this Agreement as of the Effective Date. This Contract is executed under seal.

CITY OF FOREST PARK, GEORGIA

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Finance Director

Corporate Secretary/Assistant
Secretary

Public Works Director

ATTEST:

[Corporate Seal]

City Clerk

APPROVED AS TO FORM:

City Attorney

[City Seal]

EXHIBIT A

General Scope of Services

1. Background and Purpose

The City Council of Forest Park, Georgia approved an ordinance to identify, monitor, manage and enforce tax compliance on short-term rental properties within the city. At this time, the City of Forest Park does not possess the ability to identify, monitor or fully enforce the regulations established by the City Council. Accordingly, The City is seeking a third-party expert to assist the City by electronically identifying and monitoring short-term rental properties as well as assisting in the development of a system for enforcing the established ordinances and regulations.

It is the intent of the City to enter into an Agreement with the selected consultant(s) to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as Short-Term Rental Compliance Services. The contract will be awarded to one qualified firm.

2. Scope of Services

The Scope of Services includes the general and technology requirements as set forth in Part II, Technical Instructions and Qualifications in addition to the following tasks:

- Task 1 – Create and maintain database of short-term rental units
- Task 2 - Maintain and issue licenses, including annual renewal of licenses and collection of payments.
- Task 3 – Manage the payment of all Accommodation excise taxes and fees
- Task 4 – Program Communication
- Task 5 – Conduct ongoing assessment of short-term rentals for compliance with City ordinance.
- Task 6 – Assist the City with all code enforcement activities related to short-term rentals.
- Task 7 – Provide Toll Free Support Number for Complaints and Code Violation

2.1. **Task 1 – Create and maintain database of short-term rental units**

- Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Forest Park.
- Create and maintain a comprehensive inventory of all short-term rentals and their hosts in Forest Park from all applicable short-term rental websites operating in Forest Park and other applicable sources.

2.2. **Task 2 – Maintain and issue licenses, including annual renewal of licenses and collection of payments.**

- Mobile/web form and back-end systems for streamlining permitting license processes and capturing payments, signatures and required documents
 - Review applications and verify compliance with all applicable codes, requirements and statutes
 - Maintain database of all licenses for short-term rental housing
- 2.3. **Task 3 – Manage the payment of all Excise taxes and fees**
- Collect, process and submit to Forest Park all accommodation excise taxes and fees
 - Pursue delinquent payments from hosts
 - Assist with audits as needed
 - Provide reports to City’s Finance Department for account reconciliation purposes
 - Provide monthly statistical reports on the volume, amounts, quantities and payment data
 - Other payment management services as needed
- 2.4. **Task 4 – Program Communication**
- Notify all hosts operating in Forest Park to register and obtain all required authorizations and permits, and pay all required taxes and fees
 - Perform community outreach regarding the short-term rental program, program requirements and how to register complaints
 - Develop outreach materials and submit to the City for approval
 - Outreach to Illegal short-term rental operators using Forest Park form letter
- 2.5. **Task 5 – Conduct ongoing assessment of short-term rentals for compliance with City ordinance.**
- Monitor short-term rentals for compliance with City codes, requirements and statutes
 - Ongoing monitoring of Forest Park’s STR listings for signs of rental activity.
- 2.6. **Task 6 – Assist the City with all code enforcement activities**
- Prepare and submit weekly to Forest Park a master list of short-term rental units known or suspected to be operating in violation of City codes, requirements or statutes
 - Receive, document, and immediately report to the City all complaints submitted in relation to short-term rental units and provide a weekly summary of all complaints
 - Have the capability to allow complainants to easily share evidence of alleged short-term ordinance violations (i.e., video, photo and audio evidence)
 - Reach out to non-registered, unpermitted and/or non-compliant short-term rental property owners
 - Assist with other enforcement activities as needed
- 2.7. **Task 7 – 24-7 Hotline**
- Provide toll free 24-7 Hotline for citizens to report complaints on violations of the Short-Term Rental Ordinance.

3. Periodic Meetings

- 3.1. **Project Kickoff Meeting:** The Consultant shall attend a Project Kickoff meeting with Forest Park staff to confirm project goals, timelines, and general project requirements.
- 3.2. **Consultant's Project Schedule:** The Consultant shall submit a proposed milestone completion schedule at the kickoff meeting for all tasks within the scope of services to be completed. The short-term rental property identification process, tracking database, compliance monitoring, enforcement, and license acceptance and processing aspects must be ready for live use prior execution of a contract with the City.
- 3.3. **Progress Update Meetings:** While the project does not have an established schedule for meetings, Consultant should expect to meet periodically (whether virtually or in-person) throughout the development phase, and then on an as- needed basis thereafter.
- 3.4. **Council Meetings:** Consultant shall be required to attend (virtually or in-person) and present information at two City Council meetings. Specific topics will be determined by the City but are anticipated to include an initial overview of the identification, monitoring, and related processes, as well as a follow-up/recap presentation at the end of the first year.

EXHIBIT B

City Council Authorizing Resolution (To Be Inserted)

EXHIBIT C
Cost Proposal Form

Exhibit C – Cost Proposal Form

PROPOSAL FROM: _____

COMPANY ADDRESS: _____

The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

Proposer accepts all of the terms and conditions of the Invitation and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

(a) Proposer has examined and carefully studied the Plans (if any), Specifications for the work, Deliverables and contractual documents relative thereto, and has read all Practical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Proposals; that Proposer has satisfied himself relative to the work to be performed.

(b) Proposer has received and acknowledged all Addenda:

Proposers are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the Proposal. In case any Proposer fails to acknowledge receipts of any such amendments in the space provided on the Proposal form, the Proposal will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of the receipt of amendments.

(c) Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(d) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(e) Proposer is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Proposal Documents.

(f) Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the Proposal Documents and all additional examinations, investigations, explorations, tests, studies and data with the Proposal Documents.

(g) Proposer has given the Contract Administrator, if any, written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by the Contract Administrators acceptable to Proposer. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(h) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

Without exception, any organization/individual responding to this RFP shall use the protocols and procedures as defined below.

Fee Proposal Section:

Under Separate Cover, provide a rate proposal for the project based on the scope of work. The cost proposal shall be identified for each task.

The proposed cost budget shall present the labor rates and proposed labor hours of proposed staff for each work task described in the consultant's proposal, as well as other direct costs. Clearly show the assumed duration of services.

The labor costs of the prime consultant and cost of each sub consultant shall be presented in the proposed budget. The total proposed budget shall include consultant's assumptions regarding labor rate increases over the assumed duration of services.

The proposal shall contain a breakdown of the anticipated costs by task. Provide recurring cost for the next 5 years.

SCHEDULE OF CHARGES

Extended Costs should be calculated by multiplying Hourly Rate times Estimated Total Hours Annually. Total Annual Proposal Cost is the sum of all Extended Costs.

| Category | Billable Hourly Rate | Estimated Total Hours | Extended Total Cost |
|-------------------------------------------------------------------------|----------------------|-----------------------|---------------------|
| Task 1 – Create and maintain database of short-term rental units | | | |
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| | | | |
|---------------------------------------------------------------------------------------------------------------|--|------|---|
| Task 2 - Maintain and issue licenses, including annual renewal of licenses and collection of payments. | | | |
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| | | | |
|-------------------------------------------------------------------------------|--|------|---|
| Task 3 – Manage the payment of all Accommodation excise taxes and fees | | | |
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| | | | |
|---------------------------------------|--|------|---|
| Task 4 – Program Communication | | | |
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| Task 5 - Conduct ongoing assessment of short-term rentals for compliance with City ordinance. | | | |
|------------------------------------------------------------------------------------------------------|--|------|---|
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| Task 6 – Assist the City with all code enforcement activities | | | |
|----------------------------------------------------------------------|--|------|---|
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

| Task 7 – Provide Toll Free Support Number for Complaints and Code Violation | | | |
|------------------------------------------------------------------------------------|--|------|---|
| Project Executive | | x | = |
| Project Manager | | x | = |
| Project Engineer | | x | = |
| Design Engineer | | x | = |
| Engineering Tech | | x | = |
| Clerical | | x | = |
| Other (list) | | x | = |
| Subtotal for Task | | = \$ | |

Total Annual Proposal Cost in Words: _____ Dollars

In Numbers: \$ _____

***Note 1 – The table shown above is a representation. Prospective Bidders are allowed and encouraged to include a different Schedule of Charges that more accurately represents the proposed services or preferred billing methodology.**

*** Note 2 – Please provide pricing to accomplish the described task for one (1) year.**

EXHIBIT D

Insurance Requirements

Insurance Requirements:

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

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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

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

2. Automobile Liability

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

3. Commercial Umbrella

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

4. Workers Compensation and Employers Liability

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

5. Personal Property

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

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

Additional Requirements:

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

A Sample Certificate of Insurance is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

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

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

| | | |
|--------------------------------------------------------------|------------------------------|-----------------------|
| 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.

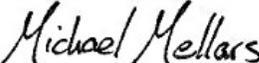
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 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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EXHIBIT E

RESERVED