



CITY OF  
**FORESTPARK**

## **Request For Proposals**

**RFP NO. 02212023**

# **Home Repair Program Services**

**February 21, 2023**



CITY OF  
**FOREST PARK**

745 Forest Parkway, Forest Park, GA 30297

404-366-4720

Website Home Page: [www.forestparkga.gov](http://www.forestparkga.gov)

February 21, 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 **Home Repair Program Services**. The City, on behalf of the Executive Department along with the Planning, Building, and Zoning Department (“PBZ”), seeks to secure Request for Proposals (“RFP”) from qualified individuals, organizations, or community agencies (“Proponent”) to provide program management and administration services for a **Home Repair Program** (“Program”) funded with the American Rescue Plan Act (ARPA) funds. The American Rescue Plan Act of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents, who were significantly impacted during the Great Recession and COVID-19 pandemic.

A **Pre-Proposal Conference** will be held on **Tuesday, March 7, 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 Executive Department, PBZ, and 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 14, 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, Thursday, March 30, 2023.**

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

**Request for Proposals**  
**Home Repair Program Services**  
February 21, 2023  
Page 2

Proposals will be publicly opened and the names of the proponents will be 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](mailto: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 formediocrity.

## **TABLE OF CONTENTS**

### **PART I: INFORMATION AND INSTRUCTIONS TO PROPONENTS**

### **PART II: TECHNICAL INSTRUCTIONS AND QUALIFICATIONS**

### **PART III: CONTENTS OF PROPOSAL/REQUIRED SUBMITTALS**

### **PART IV: EVALUATION OF PROPOSALS**

### **PART V: REQUIRED SUBMITTAL FORMS**

Form 1:	Proposal Submittal Letter Form
Form 2:	Illegal Immigration Reform and Enforcement Act
Form 3:	Contractor's Statement of Legal Status and Financial Capability
Form 4:	Acknowledgement of Insurance and Bonding Requirements
Form 5:	Acknowledgment of Addenda
Form 6:	Proponent's Contact Directory
Form 7:	List of Clients
Form 8:	Schedule of Contract Fully Burdened Labor Rates (N/A)
Form 9:	Fee Acknowledgement Letter (N/A)
Form 10:	Non-Collusion Affidavit
Form 11:	Certification Regarding Debarment, Suspension, and Other Matters
Form 12:	Trade Secret Status
Attachment A:	Local, Small Business, Diversity Program (LSBD Forms 1-6)

### **PART VI: FORM OF SERVICE AGREEMENT**

Exhibit A:	General Scope of Services
Exhibit B:	City Council Authorizing Resolution (To Be Inserted)
Exhibit C:	Cost Proposal Form
Exhibit D:	Insurance and Bonding Requirements
Exhibit E:	(Reserved)

## 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) has provided similar services to an organization of the same size or larger than the City of Forest Park within the last three (3) 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.
- 3.4 Vendor has been in business for a minimum of three to five (3-5) years concurrently.

**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 Procurement Division, no later than 2:00 P.M., ET on March 30, 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](mailto: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](http://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 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 Procurement Division. 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 Procurement Division, the version maintained by the City's Procurement Division shall govern. The RFP document is available for download at the City's websites [www.forestparkga.gov/rfps](http://www.forestparkga.gov/rfps) and [www.bidnetdirect.com/georgia/cityofforestpark](http://www.bidnetdirect.com/georgia/cityofforestpark).

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

**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.

- 1.1. The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents, who were significantly impacted during the Great Recession and COVID-19 pandemic.

**To qualify, you must:**

- Be the homeowner and occupy the house and/or owner-occupied duplex.
- Eligible homes must be within the Qualified Census Tract of the City of Forest Park and must be up to date on tax payments and have no active code cases.
- Have a household income that is at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or income at or below 40 percent of area median income for its county and size of household based on the most recently published data.
- The income limit for 185 percent of the 2022 Federal Poverty Guidelines for a household of three is \$42,605 per year. In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond. A single person the 2022 Federal Poverty Guidelines sets the income at making no more than \$25,141.50.

**PERSONS IN FAMILY** – 185% of Federal Poverty Guidelines as of April 2022, can make not more than the below amount(s):

One	\$25,141.50
Two	\$33,873.50
Three	\$42,605.60
Four	\$51,337.50
Five	\$60,069.50
Six	\$68,801.50
Seven	\$77,533.50
Eight	\$86,265.50

- Must provide proof of all forms of income (check stubs, bank statements, etc.)
- Provide proof of residency State issued ID, Tax records, and/or deed in the same name of the properties occupying resident.

### **How Funds may be used?**

- Funds must be used to repair, improve, or remove health and safety hazards.
  - Weatherization (winterizations)
  - Health and Safety Hazards (hazardous tree removals, window replacements, leaky toilets, minor HVAC repairs and/or disabled ramp installations.
  - Re-roofing
- Resident must submit three estimates for the project, along with application for funds.
- All repairs must be completed by a licensed and bonded contractor that offer repair warranty for a period.
- Program will pay awarded amount directly to the contractor, and not to the resident.
- If cost of project exceeds maximum grant award, resident must pay additional amount directly to the contractor, and the balance of the maximum grant award will then be paid by the program.

### **How much money can I get? (one-time payment amount)**

- Minimum - \$1,500
- Maximum- \$10,000

### **Terms of the Grant?**

- Grants must be repaid if the property is sold in less than 3 years.

## **2. GENERAL SUMMARY; QUALIFICATIONS:**

- 2.1 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. Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to a Contract and distributed to selected successful Proponent(s) awarded a Contract pursuant to this RFP. Selected Proponents may develop a cost proposal for the project subject to any predetermined fee or general conditions compensation payable under any Contract awarded under this RFP. If City accepts a cost proposal, it will execute a Contract for the project with the successful Proponent.
- 2.2 **The City contemplates selecting one (1) Consultant for an award of Contract pursuant to this RFP.**
- 2.3 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.

**4. PROPOSAL SUBMISSION REQUIREMENT:**

- 4.1. 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: 02212023, HOME REPAIR PROGRAM SERVICES and the name and address of the Proponent. All Proposals must be submitted to:

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

- 4.2. 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.

**5. COST PROPOSAL FEE SCHEDULE:**

- 5.1. 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 – HOME REPAIR PROGRAM SERVICES– PROJECT NO.: 02212023"; The Proponent's name shall be clearly printed on the exterior of the envelope containing the sealed bid.

**6. RESPONSIVENESS AND RESPONSIBILITY:**

- 6.1. 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.

- 6.2. 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 **Home Repair Program 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 Home Repair Program 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 LSBSD participation goals, including their attempt at performing good faith outreach efforts. Proponents must sign and submit LSBSD 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.

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



## PART V

### SUBMITTAL CHECKLIST

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

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

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

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

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

**Required Submittal (FORM 7)**  
**Reference List**

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

**Reference No. 1**

Project Name: \_\_\_\_\_

Owner/Client of Project: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

**Reference No. 2**

Project Name: \_\_\_\_\_

Owner/Client of Project: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

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

**Reference No. 3**

Project Name: \_\_\_\_\_

Owner/Client of Project: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

**FORM 8**  
**SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES**

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

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

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

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

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



**FORM 9**  
**FEE ACKNOWLEDGEMENT LETTER**

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

**FORM 10**  
**NON-COLLUSION AFFIDAVIT**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

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

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

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

**FORM 11**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**MATTERS**

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_[SEAL]

**FORM 12**

**TRADE SECRET STATUS**

# **Attachment A**

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

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



CITY OF  
**FORESTPARK**

## Local Small Business Diversity Program

745 Forest Parkway, Forest Park, GA 30297 404-366-4720

Website Home Page: [www.forestparkga.gov](http://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. LSBD 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 LSBD participation goal that is equal or greater than the percentage required. Each Proponent will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under 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 LSBD.

#### 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 LSBD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBD's as sub-contractors/suppliers on a contract where a goal is required.

##### **To be submitted post-award:**

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

#### Supplements

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

## FORM LSBD-1

### **COVENANT OF NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

[SEAL]



## FORM LSBD-2

### SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

#### Instructions to Contractors

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the 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

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

**Sample**

## FORM LSBD-2

### CITY OF FOREST PARK SUBCONTRACTOR CONTACT FORM

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

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

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

## FORM LSBD-2

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

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

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

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

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

**Local, Small Business, Diversity Form (Page 2 of 2)**

## FORM LSBD-3

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

#### SUBCONTRACTOR/SUPPLIER UTILIZATION

##### Instructions to Contractors

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

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

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

## FORM LSBD-3

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

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

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

Total Local Business, % \_\_\_\_\_ Total Small Business % \_\_\_\_\_ Total Minority Business % \_\_\_\_\_

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

Proponent's Company Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Sample**

## FORM LSBD-3

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

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

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

Total Local Business, % \_\_\_\_\_ Total Small Business % \_\_\_\_\_ Total Minority Business % \_\_\_\_\_

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

Proponent's Company Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_



## FORM LSBD-4

### STATEMENT OF GOOD FAITH EFFORTS

Instructions:

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

### CERTIFICATION OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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 \_\_\_\_\_



CITY OF  
**FOREST PARK**  
*- safe for every season*

## FORM LSBD-6

### **Request for Subcontractor Removal/Substitution**

Prior to submitting this form to the Procurement Division, 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

**PART VI**  
**FORM OF SERVICE AGREEMENT**

**HOME REPAIR PROGRAM ADMINISTRATIVE AGREEMENT**

THIS HOME REPAIR PROGRAM ADMINISTRATIVE AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF FOREST PARK, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and \_\_\_\_\_ (“CONTRACTOR”).

Contract Name:	Contract No. 02212023
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:

**RECITALS**

WHEREAS, the City has received funding from the Federal Government as authorized by the American Rescue Plan Act (the “American Rescue Plan Act Funds”);

WHEREAS, CONTRACTOR is seeking to provide grants to residents of the City of Forest Park in the form of home repair assistance (the “Program”); and

WHEREAS, the City and CONTRACTOR desire to set forth the terms and conditions upon which the City will provide \$\_\_\_\_\_ of the American Rescue Plan Act Funds to CONTRACTOR to enable it to implement the Program.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the public benefits to accrue to the City and its citizens from an appropriation of funds to CONTRACTOR, and of the mutual covenants hereinafter set forth, the CONTRACTOR and the City hereby agree as follows:

1. Authorization of Expenditure and Appropriation of Funds. The City hereby appropriates and authorizes the expenditure of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) of the American Rescue Plan Act Funds to CONTRACTOR for the purpose of allowing CONTRACTOR to provide home repair assistance to Forest Park residents (the “Grants”) and to pay the administrative fee of CONTRACTOR.

2. Conditions; CONTRACTOR Obligations. Contractor shall administer the Program as set forth in the Scope of Services set forth on Exhibit A. The Grants shall be administered in accordance with the “CITY OF FOREST PARK HOME REPAIR CRITERIA”, a copy of which is attached hereto as Exhibit B, and shall be disbursed on or before \_\_\_\_\_. CONTRACTOR shall receive applications and vet applicants for eligibility to receive grant funding hereunder. If CONTRACTOR determines that it needs to make any substantive changes to the Program with respect to the Grants, such changes shall require the consent of the City Manager of the City of Forest Park. In the event the United States Government, or any arm thereof, disapproves of the Program, this agreement shall become null and void and any funds then held by CONTRACTOR shall be returned to the City. Any American Rescue Plan Act Funds transferred to CONTRACTOR but not disbursed to grant recipients or otherwise used in accordance with this Agreement on or prior to \_\_\_\_\_, shall be returned to the City.

In exchange for administrating the Program, CONTRACTOR shall be paid an administrative fee in the aggregate amount of \$\_\_\_\_\_, payable as follows:

[Insert Payment Terms]

3. Non-Discrimination. In carrying out this Agreement, CONTRACTOR and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

4. Applicable Law. This Agreement and the performance hereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia. In the event of litigation hereunder, venue shall be in Clayton County.

5. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or by reputable overnight carrier (such as Federal Express) and properly addressed as provided below. Each notice given by mail or overnight carrier shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to

the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

If to the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the City:

Attention: City Manager  
Forest Park City Hall  
745 Forest Parkway  
Forest Park, GA 30297

6. Binding on Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

7. Entire Agreement. This Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

8. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

9. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

10. Headings. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

11. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

12. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Agreement.



13. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. CONTRACTOR to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has CONTRACTOR to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or other provision governing CONTRACTOR.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

16. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto. This Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third-party beneficiaries hereof.

**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

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.

The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents, who were significantly impacted during the Great Recession and COVID-19 pandemic.

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 Home Repair Program Services. The contract will be awarded to one qualified firm.

### 2. GENERAL PROGRAM ADMINISTRATION

- 2.1. The Vendor shall be responsible for program management services for an owner-occupied home and/or duplex repair program in a manner that is satisfactory to the City of Forest Park and is in compliance with the Federal Poverty Guidelines and ARPA regulations. **The Vendor will not perform any construction work in the identified housing units.**
- 2.2. Vendor shall provide services in compliance with all federal laws and regulations.
- 2.3. Vendor shall comply with the City's policies and code.
- 2.4. Vendor acknowledges that the Program is reimbursement-based. The selected Vendor must have the financial capacity to carry all program costs on a month-to-month basis. City shall reimburse the Vendor monthly as stated in the Agreement.

### 3. SERVICES TO BE PROVIDED

- 3.1. Create application and provide program outreach to inform citizens.
- 3.2. Intake applications and required supporting documentation from homeowners.

- 3.3. Process applications for eligibility and create a waiting list of qualified applicants.
- 3.4. Verify eligible homes are within the Qualified Census Tract of the City of Forest Park and are up to date on tax payments and have no active code cases.
- 3.5. Verify qualified applicant's income and proof of residency.
- 3.6. Review estimates from qualified contractors.
- 3.7. Provide reports of demographics of program beneficiaries.
- 3.8. Maintain communication with City's Program staff and attend meetings as required with the City and other officials.
- 3.9. Make payments to general contractor on a reimbursement basis for work completed, ensuring all warranty commitments and homeowner acceptance are obtained prior to final payment.
- 3.10. Provide progress reports on a monthly basis to the City.
- 3.11. Ensure that contractors provide a warranty of workmanship and materials to the homeowner for a period of time.
- 3.12. Validate contractor's license and insurance submitted with homeowner's application.
- 3.13. Work with code enforcement for site visits.

#### 4. PROGRAM RESTRICTIONS

- 4.1. Repairs/items not eligible for this Housing Rehabilitation Program include:
  - Remodeling for cosmetic purposes
  - New building construction or new additions
  - Luxury items (i.e., swimming pools, fireplaces, security systems, garage door openers, etc.)
  - Fence repairs, tree trimming, and landscaping (unless an immediate safety hazard exists).
- 4.2. Each home shall qualify for a minimum of \$1,500, as a one time payment amount, should the applicant meet the program guidelines.
- 4.3. Each house shall have a maximum expenditure limit of \$10,000. In the event that more significant repairs are needed to address the conditions of the home, the resident must pay additional amount directly to the contractor. This additional work must be paid for by the resident first and the balance of the maximum grant award will then be paid by the program.
- 4.4. Services shall be available to owner-occupied primary residences and/or owner-occupied duplex residences only. No rental or second homes will be eligible for assistance, under the Program.
- 4.5. No assistance shall be granted to applicants that exceed the household income and size limits.

#### 5. TERMS OF ASSISTANCE TO BENEFICIARIES

5.1. All assistance shall be provided in the form of a grant to the homeowner but paid directly to the contractor.

5.2. Grants must be repaid if the property is sold in less than 3 years.

## 6. PROGRAM ELEGIBILITY

6.1. The following is supplemental information for applicants under this program and serves as a guideline for Proponent to carry out the program:

### **To qualify, you must:**

- Be the homeowner and occupy the house and/or owner-occupied duplex.
- Eligible homes must be within the Qualified Census Tract of the City of Forest Park and must be up to date on tax payments and have no active code cases.
- Have a household income that is at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or income at or below 40 percent of area median income for its county and size of household based on the most recently published data.
- The income limit for 185 percent of the 2022 Federal Poverty Guidelines for a household of three is \$42,605 per year. In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond. A single person the 2022 Federal Poverty Guidelines sets the income at making no more than \$25,141.50.

**PERSONS IN FAMILY** – 185% of Federal Poverty Guidelines as of April 202, can make not more than the below amount(s):

One	\$25,141.50
Two	\$33,873.50
Three	\$42,605.60
Four	\$51,337.50
Five	\$60,069.50
Six	\$68,801.50
Seven	\$77,533.50
Eight	\$86,265.50

- Must provide proof of all forms of income (check stubs, bank statements, etc.)
- Provide proof of residency State issued ID, Tax records, and/or deed in the same name of the properties occupying resident.

### **How Funds may be used?**

- Funds must be used to repair, improve, or remove health and safety hazards.
  - Weatherization (winterizations)
  - Health and Safety Hazards (hazardous tree removals, window replacements, leaky toilets, minor HVAC repairs and/or disabled ramp

- installations.
- Re-roofing

- Resident must submit three estimates for the project, along with application for funds.
- All repairs must be completed by a licensed and bonded contractor that offer repair warranty for a period.
- Program will pay awarded amount directly to the contractor, and not to the resident.
- If cost of project exceeds maximum grant award, resident must pay additional amount directly to the contractor, and the balance of the maximum grant award will then be paid by the program.

**How much money can I get? (one-time payment amount)**

- Minimum - \$1,500
- Maximum- \$10,000

**Terms of the Grant?**

- Grants must be repaid if the property is sold in less than 3 years.

## 7. RECORDKEEPING REQUIREMENTS

- 7.1. Vendor services include providing intake and processing of applications for eligibility. Vendor shall keep records of ethnic and racial statistics of all persons and households benefited by the services provided. Additional data that needs to be tracked includes the number of low and moderate income persons assisted in accordance with county income levels, the number of elderly and disabled, household size, and the number of female heads of household.
- 7.2. For the purposes of monitoring, auditing, and examining performance, the City of Forest Park shall have access to all pertinent books, documents and papers of Vendor's relating to the Program, and the right to examine records for six (6) years.

# **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.

## Fee Proposal

Fee Proposal will be all-inclusive and will include all anticipated cost such as labor, travel time, overtime, insurance, transportation costs, etc.

Home Repair Program Services	Fixed Amount
First one (1) year term	\$
Second one (1) year term	\$
Third one (1) year term	\$
Fourth one (1) year term	\$
Fifth one (1) year term	\$

Total for five (5) years \$ \_\_\_\_\_

Total Proposal Cost (for 5 years) in Words:

\_\_\_\_\_ Dollars

**\*Note 1 – The table shown above is a representation. Prospective Bidders are allowed and encouraged to include a different Fee Proposal 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).

<b>PRODUCER</b> XYZ Agency Address Augusta GA 30917	<b>CONTACT NAME:</b> Agent <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>														
<b>INSURED</b> Contractor/Vendor/Subcontractor 950 East Paces Ferry Rd Roswell, GA 30305	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Covington Specialty Ins Co</td><td>13027</td></tr><tr><td>INSURER B: HPG Insurance Company</td><td>26301</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Ins Co	13027	INSURER B: HPG Insurance Company	26301	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ABCDEFGH	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ABCDEFGH	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	LMNOPQ	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	STUMV	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Property			DEFGH	10/1/2020	10/1/2021	Biz Personal Prop xxxxx

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

Re: Show Location

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Forest Park  
745 Forest Parkway  
Forest Park GA 30297

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**EXHIBIT E**

**RESERVED**