



CITY OF
FORESTPARK

Request For Bids
RFB NO. 07072023- 1A

Citywide Janitorial Services

July 7, 2023



CITY OF
FORESTPARK

**REQUEST FOR BIDS
CITY OF FOREST PARK- DEPARTMENT OF PUBLIC WORKS
Project # 07072023- 1A**

PROJECT OVERVIEW

Services Being Procured: This project is to provide **Citywide Janitorial Services** at the City of Forest Park. The service to be provided will be for the various departments throughout the City of Forest Park.

Using Department: DEPARTMENT OF PUBLIC WORKS

Pre-Bid Conference: Each Bidder is required to attend a **Mandatory Pre-Bid/Proposal Conference** scheduled for the **13th of July at 11:00a.m** at the City Council Chambers. **A site tour is scheduled** immediately following the Pre-Bid/Proposal Conference from **12pm-2pm**. **All Conferences will be held at City of Forest Park City Hall 745 Forest Parkway, Forest Park, GA 30297.**

Deadline to Submit Questions in Writing: **July 21st no later than 12:00p.m.** All questions must be submitted in writing to Girard Geeter via email at procurement@forestparkga.gov.

Bid Deadline: Bids must be submitted to the City of Forest Park Division of Procurement. Bid Deadline is the **3rd of August no later than 2:00p.m.** Bids will be opened, and read aloud publicly.

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

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

Each Bidder must submit one (1) original and three (3) copies of its proposal/Bids for the evaluation process in a three (3) ring binder. Each Bidder must also submit their Bid Form in a separate sealed envelope.

Mission Statement

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

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Part I

INSTRUCTIONS TO BIDDERS

1. Services Being Procured: This Request for Bids (“RFB”) from qualified firms (“Bidder” or “Bidders”) 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 RFB is Code Section 3-1-15; Competitive Sealed Bids. **By submitting a Bid concerning this procurement, a Bidder 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 RFB by reference. Each Bidder also agrees to participate and abide by all requested information and abide by all City Programs. Only one Bidder will be selected. Each Bidder may submit a bid for each project (1A and 1B) but can only win one. If a Bidder is the lowest on each bid, they must choose which project they prefer. The next lowest Bidder will be awarded the project which was not selected.**

3. Minimum Qualifications:

- 3.1 The Bidder shall have a minimum of five (5) years of experience in the operations and management of all labor, administrative support, materials, parts, tools, equipment, chemicals, supplies, transportation, travel time, and insurance to efficiently and effectively fulfill the requirements under the scope of services as a Janitorial Service provider.

4. No Offer by City; Firm Offer by Bidder: This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This procurement is only an invitation for offers from interested Bidders and no offer shall bind City. A Bidder’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. Bid Deadline: Your response to this RFB must be received by the Department of Procurement, no later than 2:00 P.M., ET on August 3, 2023. Any Bid received after this time will not be considered and will be rejected and returned. Bids will be opened, and the names of the Bidders will be read aloud publicly.

6. Pre-Bid Conference: Each Bidder is required to attend the **mandatory** Pre-Bid Conference. Each Bidder 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 Bidder from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly. A **site tour** is scheduled following the Pre-Bid Conference.

7. Procurement Questions; Prohibited Contacts: Any questions regarding this RFB shall be in writing and are to be submitted to the City of Forest Park; Attention: A. Girard Geeter – Procurement Manager, via email at procurement@forestparkga.gov on or before the date so designated. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Bidders by addendum. It is the

responsibility of each Bidder to obtain a copy of any addendum issued for this procurement by monitoring the City's website at www.forestparkga.gov/rfps or <https://www.bidnetdirect.com/georgia/cityofforestpark>. No Bidder may rely on any verbal response to any question submitted concerning this RFB. All Bidders and representatives of any Bidder 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 RFB. All communications by any Bidder concerning this RFB must be made to the City's contact person, or any other City representatives designated by the Procurement Manager in writing.

8. Ownership of Bids: Each Bid submitted to the City will become the property of the City, without compensation to a Bidder, 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 RFB are set forth in Exhibit D: Insurance and Bonding Requirements attached to the Services Agreement included in this RFB.

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 RFB at Part III; Required Submittal Forms. By submitting a Bid in response to this procurement, each Bidder agrees to comply with such applicable Diversity Program.

12. Special Rules Applicable to Evaluation of Bids: A Bidder may submit subcontractors/subconsultants or equipment manufacturers with their bid 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 Bid Documents:

13.1. Each Bidder is responsible for examining, with appropriate care, the complete RFB 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 Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

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

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

14. Oral Presentations and Demonstrations: All responsive Bidders 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 Bidder's submittal must be active participants in the oral presentation. The Bidder's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive Bidders of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

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

16. Disqualification of Bidders: Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work or project by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Bidder'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 Bidder 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 Bidder; 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 Bidder an Agreement for execution substantially in the form included in this RFB at Part IV; Form of Service Agreement. The Service Agreement is included for reference only and shall only be signed after award.

18. Illegal Immigration Reform and Enforcement Act: This RFB 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 GSICA. Pursuant to the Act, the Bidder must provide with its Bid package 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 III; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with the Bid package. Under state law, the City cannot consider any Bid which does not include completed forms. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit (Form 2) on behalf of and provide a Federal Work Authorization User ID

Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder 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 Bidders 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 Bidders. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.

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

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

22. Contract Period. It is anticipated that a contract, if awarded, will be for a base period of three (3) years, beginning upon receipt of a Notice of Award and followed by one (1) additional, two (2) year extension option. The City will inform the successful Bidder, 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

REQUIRED BID SUBMITTALS

1. **General Contents of Bid Package:** A Bidder must submit a complete Bid package in response to this RFB in the format specified; no other format will be considered. A Bidder shall submit a complete Bid Form to provide services, as defined in the Scope of Services. A Bid will consist of two (2) separate set of documents:
 - 1.1. Bidder Qualifications including required submittal forms; and
 - 1.2. Bid Form (Form provided by City at Part IV; Services Agreement; Exhibit C: Bid Form). Exhibit C will become part of the Services Agreement attached to this RFB, if a Services Agreement is awarded pursuant to this procurement. Bids shall be clearly marked "Bid Form Enclosed" in a separate sealed envelope.
2. **Bidder Qualifications:** Submittal is comprised of the following information in addition with the required submittal forms at Part III.
 - 2.1. **Title Page:** The title page must contain the following information:
 - 2.1.1. Citywide Janitorial Services. The Title page must identify the lead Person acting on behalf of the Bidder, including his/her contact name, address, e-mail address, phone number.
 - 2.2. **Organizational Structure/Key Personnel and Resumes:** The Bidder's Organizational Structure Section should introduce the proposed Bidder team by:
 - 2.2.1. Provide the Bidder's Management Organizational Chart graphically.
 - 2.2.2. Provide resumes for key personnel you intend to assign to this Project for the following positions: **Principal-in-charge, Project Manager** and **On-Site/Quality Assurance Supervisor**. Submission of these names constitutes a commitment to use these individuals if the Bidder is awarded a Contract, and changes may be made only with the prior written consent of the City.
 - 2.2.2.1. Resumes should be organized as follows:
 - 2.2.2.1.1. Name and Title;
 - 2.2.2.1.2. Professional Background;
 - 2.2.2.1.3. Current and Past Relevant Employment;
 - 2.2.2.1.4. Education;
 - 2.2.2.1.5. Certifications;
 - 2.3. **Overall Project Experience, Qualifications, and Performance on Previous Similar Projects:**
 - 2.3.1. Provide the company's history of experience providing janitorial services with a minimum requirement of at least 30,000 square feet for a city or commercial property of similar size and scope including but not limited to recreational facilities, major shopping malls, office parks, major office complexes, hotels or convention facilities, government buildings, facilities or complexes, or major colleges/universities. (Refer to Form 7: Reference List)

2.3.2. Provide a list of three (3) relevant projects within the last five (5) years of similar size and scope, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

3. **Bid Form:** Each Bidder must submit their Bid Form in a **separate sealed envelope** using the form provided by the City at **Exhibit C: Bid Form**. The Bid Form must support the Scope of Services contained in the RFB and fully encompass all activities in the Bidder's submittal.

4. Minimum Qualifications:

4.1. The Bidder shall have a minimum of five (5) years of experience in the operations and management of all labor, administrative support, materials, parts, tools, equipment, chemicals, supplies, transportation, travel time, and insurance to efficiently and effectively fulfill the requirements under the scope of services as a Janitorial Service provider.

5. Submission of Bids:

5.1. All Bids must be submitted to the City of Forest Park Department of Procurement. Bid Deadline is the 3rd of August no later than 2:00p.m.

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

5.3. The Bid 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: 07072023, Citywide Janitorial Services- 1A and the name and address of the Bidder. All Bids must be submitted to:

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

5.4. A Bidder is required to submit one (1) original and three (3) copies of its Bid package. Each package must be submitted on 8½" x 11" single-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder.

6. Responsiveness and Responsibility:

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

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

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

- 6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- 6.2. The responsibility of a Bidder is determined by the following:
 - 6.2.1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required.
 - 6.2.2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference.
 - 6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - 6.2.4. The quality of performance of previous contracts or work;
 - 6.2.5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work.
 - 6.2.6. The sufficiency of the financial resources and ability of the Bidder to perform the Agreement or provide the Work; and
 - 6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. Selection for Competitive Sealed Bids:

The City will carefully evaluate the responsiveness and responsibility of each Bidder.

The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.

Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:

- A. The bid submitted by a vendor who does not have a documented negative vendor performance record.
- B. The bid submitted by a vendor who is local vendor.
- C. The bid submitted by a vendor who is certified as a Local, Small, Diverse Business (LSBD).

Only one Bidder will be selected. Each Bidder may submit a bid for each project (1A and 1B) but can only win one. If a Bidder is the lowest on each bid, they must choose which project they prefer. The next lowest Bidder will be awarded the project which was not selected.

8. Post Award Submittals:

The following items are required from the awarded contractor:

- A. Employee Dishonesty Bond in the amount of \$100,000.00

PART III

REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

FORM 1
BID SUBMITTAL LETTER

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

RFB # _____

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

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the Bid made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid 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 2) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

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

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Contractor (Legal Name of Offeror)

Name of Project/Solicitation Number

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

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

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

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

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

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

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

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

A. Submission Information:

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

B. Contractor Information

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

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

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

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

1. Date of organization: _____

2. State of organization: _____

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

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

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

Yes No

If Yes, provide the following information:

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

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

Yes No

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

Yes No

If Yes, provide the following information:

Name	Court	Date	Status

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

Yes No

If Yes, explain: _____

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

Yes No

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

Date Filed	Court	Charge/Current Status

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

Yes No

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

Date Filed	Court	Current Status

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

- Yes
 No

If Yes, explain:



CITY OF
FORESTPARK
a city for every season

CERTIFICATION

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

FORM 4

Acknowledgement of Insurance and Bonding

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

Bidders 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 Bidder understands, acknowledges and agrees that any failure to fully
comply with the insurance and bonding requirements within 10 days of the date the
Bidder receive a final contract.

By executing this Acknowledgement of Insurance and Bonding requirements, I represent
that the Bidder 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 Bidder.

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/Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Proponent/Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Bidder Name: _____

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS
24-HR EMERGENCY CONTACT				

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

BIDDER NAME: _____

Position	Raw Rate	Multiplier	Fully Burdened Labor Rate
Principal-in-Charge			
Project Manager			
On-Site/Quality Assurance Supervisor			

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

² Fully Burdened Labor Rate - The actual cost paid or incurred by a company that is directly attributable to maintaining an employee including the employee's salary, statutorily required taxes, insurance, contributions, assessments, etc. as well as customary benefits provided to the company's employees per the company's printed policies such as medical and health benefits, sick leave, vacation, holidays, pensions, etc. The fully burdened labor rate also includes any consideration for overhead but NOT profit. The Joint Venture blended overhead apportioned to this contract is accounted for 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

Please transfer statement below on Company Letter Head and Sign

FORM 10
NON-COLLUSION AFFIDAVIT

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

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

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

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

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

Notary Public Signature

My Commission Expires: _____

FORM 11

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

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

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

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

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

Signature of Authorized Agent

Name/Title of Authorized Agent

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

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

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 12
TRADE SECRET STATUS

Attachment A

Local, Small, Business Diversity Program

LSBD Forms (1-6)



Local Small Business Diversity Program

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

Included in this bid are subcontracting/subconsultant forms that all Bidders will be required to complete along with their Bids. All forms included in this solicitation must be completed for Bidder to be considered responsive.

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

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

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

A business is considered Local if they meet the following:

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

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

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

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

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

LSBDD Required Forms –

To be submitted with Bid/Proposal:

1. LSBDD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm’s size (revenue or employee count) with

regard to prime contracting, subcontracting, or partnering opportunities.

2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBDD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBDD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBDD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBDD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

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

Supplements

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

FORM LSBD-1

COVENANT OF NON-DISCRIMINATION

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

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

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

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

By:_____

Title:_____

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

Notary Public:_____

My Commission Expires:_____

[SEAL]

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

Instructions to Contractors

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

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business **(if applicable)**
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

FORM LSBD-2

CITY OF FOREST PARK

SUBCONTRACTOR CONTACT FORM

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

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

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

Bidder’s Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

FORM LSBD-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

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

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

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

FORM LSBD-3

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

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

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

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

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

Bidder's Company Name: _____ Date: _____ FC#: _____

Bidder'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

Bidder’s Company Name: _____ **Date:** _____ **FC#:** _____

Bidder’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 RFB, 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 LSBD-4 (Cont'd)
STATEMENT OF GOOD FAITH EFFORTS
Checklist

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

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

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

This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Bidder/Bidder’s efforts to meet COFP’s LSBD goal. If you require assistance in identifying certified LSBDs, please contact the Procurement Department at procurement@forestparkga.gov or at 404-366-4720.

FORM LSBD-5

POST AWARD MONTHLY LSBD PARTICIPATION REPORT – CONTRACT GOAL

Instructions to Contractors

The prime contractor must complete the **participation report** and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. **Failure to submit this form will result in payment application being deemed incomplete.**

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. VOB/MBE/WBE/DBE Amount: The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total contract amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

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

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

FORM LSBD-5

POST AWARD – LSBD PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSBD GOAL _____

VOB/MBE/WBE/DBE AMOUNT \$: _____

NAME OF APPROVED VOB/MBE/WBE/DBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

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

% CONTRACT: _____

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

SIGNED _____

CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____



FORM LSBD-6



Request for Subcontractor Removal/Substitution

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

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

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

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

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

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

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

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

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

SUBMITTAL CHECKLIST

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

Item #	Required Bid Submittal Check Sheet	Check (✓)
1	Title Page	
2	Organizational Structure/Key Personnel	
3	Experience and Past Performance	
4	Surety Letter Regarding Bonding History (Non-Applicable)	
5	Form 1: Bid Submittal Letter Form	
6	Form 2: Illegal Immigration Reform and Enforcement Act	
7	Form 3: Contractor's Statement of Legal Status and Financial Capability	
8	Form 4: Acknowledgement of Insurance and Bonding Requirements	
9	Form 5: Acknowledgment of Addenda	
10	Form 6: Bidder's Contact Directory	
11	Form 7: List of Clients	
12	Form 8: Schedule of Contract Fully Burdened Labor Rates (Non- Applicable)	
13	Form 9: Fee Acknowledgement Letter (Non-Applicable)	
14	Form 10: Non-Collusion Affidavit	
15	Form 11: Certification Regarding Debarment, Suspension, and Other Matters	
16	Form 12: Trade Secret Status	
17	Local, Small Business, Diversity Program (Forms 1-4) (Applicable if there are subcontracting opportunities) Include Local Labor/Employees	
18	Joint Venture Agreement (If Applicable)	
19	Business License(s) (If Applicable)	
20	State of Georgia Certificate of Existence	
21	W-9	
22	Certificate of Insurance	
23	Bid Form (Enclosed in a separate sealed envelope)	

This **CONTRACT FOR CITYWIDE JANITORIAL SERVICES** (“Contract”) between the City of Forest Park, Georgia (“City”) and _____ (“Contractor”) is entered into effective _____, 2023 (“Effective Date”).

**ARTICLE 1
THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT**

Contract Name:	Contract No. 07072023
Contractor	City of Forest Park
Name:	Using Agency: Public Works
Address:	Address: 745 Forest Parkway Forest Park, GA 30297
Phone:	Phone: 404-366-4720
Fax:	Fax:
Authorized Representative:	Authorized Representative: Bobby Jinks

1. **Background.**

- 1.1. City desires to obtain from Service Provider the services (“Services”) described generally on Exhibit A attached.
- 1.2. The total not to exceed compensation amount payable by City during the term of this Agreement is \$ _____ per year (“Maximum Payment Amount”), payable generally as follows:

More detailed terms concerning compensation payable under this Agreement are set forth on Exhibit A.

2. **Term.**

- 2.1. Initial Term. The initial term of this Services Agreement will be three (3) years. This Services Agreement shall commence on the Effective Date and end on three (3) years from the Effective Date. The initial term of the Services Agreement and any renewal term(s) are collectively referred to as the “Term”.
- 2.2. Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for two (2) additional one (1) year terms according to the following procedure:
 - 2.2.1. If the City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council, City Manager, and Mayor prior to the expiration of the prior Term. The legislation will establish

that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2. If such legislation is enacted, within thirty (30) days of such enactment, the City will notify the Contractor of such renewal, at which time Contractor shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal; it being acknowledged by Contractor that its initial execution of this Services Agreement is deemed its Services Agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents attached hereto.

3.2. The Contract Documents include the following:

1. Agreement
2. Exhibit A – Scope of Work and Technical Specifications
3. Exhibit B – Authorizing Legislation
4. Exhibit C – Bid Form
5. Exhibit D – Insurance and Bonding
6. Exhibit E - Contractor Affidavit & Contract Documents

4. **Authorization.** This Agreement is authorized by legislation adopted by City which is attached as Exhibit B.

5. **Services.**

5.1. **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on Exhibit A.

5.2. **Resources.** Except as otherwise expressly provided in this Agreement, all equipment and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3. **Change Documents.**

5.3.1. This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or

other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).¹ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2. Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

5.3.2.1. Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 3-1-30;

5.3.2.2. Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section; and

5.3.2.3. Unilateral Change Documents to the Agreement issued by City pursuant to Code Section involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

5.3.2.4. Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section either bilaterally or unilaterally by City.

5.3.3. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change

¹ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code. Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code, and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in the City's Procurement Code. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4. **Suspension of Services.** City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. **Service Provider's Obligations.**

6.1. **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2. **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("**Service Provider Authorized Representative**") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority

to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3. **Qualifications.** Upon City’s reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4. **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider’s receipt of notice from City that the continued assignment to this Agreement of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from this Agreement. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City’s Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5. **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City’s prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6. **Key Service Provider Personnel and Key Subcontractors.**

6.6.1. The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

_____ ; and
_____ ;

6.6.2. The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

_____ ; and
_____ ;

6.6.3. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider’s sole discretion,

illness, disability or death, during the term of this Agreement without prior written approval from City.

- 6.7. **Conflicts of Interest.** Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.
- 6.8. **Commercial Activities.** Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

7. **City's Authorized Representative.**

- 7.1. **Designation and Authority.** City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.
- 7.2. **City's Right to Review and Reject.** Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. **Payment Procedures.**

- 8.1. **General.** City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services.
- 8.2. **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require.
- 8.3. **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services,

Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

- 8.4. **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 8.5. **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 8.6. **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 8.7. **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.
- 8.8. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:
- 8.9. **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a

party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

- 8.10. **Standards.** The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.
- 8.11. **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.
- 8.12. **Materials and Equipment.** Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9. **Compliance with Laws.**

- 9.1. **General.** Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.
- 9.2. **City's Local, Small Business, Diversity Programs.** Service Provider shall comply with Attachment A and any applicable City LSBDD programs, including, but not limited to, City's EEO Program, and requirements set forth in the Code in the performance of the Services.
- 9.3. **Consents, Licenses and Permits.** Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

10. **Confidential Information.**

- 10.1. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.
- 10.2. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential

Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

11. **Work Product.**

- 11.1. Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its subcontractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Service Provider’s or its subcontractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 11.2. If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 11.3. City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 11.4. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and

irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

- 11.5. Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

12. **Audit and Inspection Rights.**

12.1. **General.**

12.1.1. Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

12.1.2. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

12.1.3. Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

12.1.4. If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

- 12.2. **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information

required to fully and completely enable City to enforce its audit rights under this Agreement.

13. **Indemnification by Service Provider.**

13.1. **General Indemnity.** Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

13.1.1. Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

13.1.2. compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

13.1.3. any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

13.1.4. death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

13.1.5. damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

13.2. **Intellectual Property Indemnification by Service Provider.** Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing

equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

14. **Limitation of Liability.**

- 14.1. **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2. **Exceptions to Limitations.** The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law.
- 14.3. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on Exhibit D.
- 14.4. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

15. **Termination.**

15.1. **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

15.1.1. for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

15.1.2. immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

15.1.3. immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

15.1.4. immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

15.2. **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience".

15.3. **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

15.4. **Termination by City for Convenience.** At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or

subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

- 15.5. **Effect of Termination.** Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

16. **Dispute Resolution.**

- 16.1. All disputes under the Contract Documents or concerning Services shall be resolved under this Section and the City's Procurement Code. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 16.2. **Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 16.3. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

17. **General.**

- 17.1. **Notices.** Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 745 Forest Parkway, Forest Park, GA 30297, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means

specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

- 17.2. **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 17.3. **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 17.4. **Publicity.** Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 17.5. **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 17.6. **Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 17.7. **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 17.8. **Survival.** Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

- 17.9. **Independent Contractor.** Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 17.10. **Third Party Beneficiaries.** This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 17.11. **Cumulative Remedies.** Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 17.12. **Entire Agreement.** The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 17.13. **Unauthorized Goods or Services.** Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the City Manager and Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

19. State Law Requirements.

19.1 **Illegal Immigration Reform and Enforcement Act.** Pursuant to O.C.G.A. 13-10-91 et seq., Contractor is required to execute the Contractor Affidavit, attached hereto at Exhibit E and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

20. **City of Forest Park Code Requirements.**

20.1 **Contractor Required to Certify Prompt Payment of Subcontractors and Suppliers.** If applicable, the Contractor shall certify in writing that all subcontractors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. Contractor is required to pay subcontractors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

20.2 **Contractor Required to Certify Satisfaction of all Underlying Obligations.** If applicable, before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

20.3 **Contingent Fees Prohibited.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract; and that the Contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

20.4 **Prohibition against Contracting with Predatory or High Cost Lenders.** By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Forest Park Code. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

20.5 **Gratuities and Kickbacks.** In accordance with the City of Forest Park's Code, the Contractor acknowledges the following prohibitions on gratuities and kickbacks:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content

of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

20.6 **Fraud and Misrepresentation.** Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. The Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. The Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the City of Forest Park's City Attorney. The Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which the Service Provider employees report to perform the services required by this Agreement. The Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. The Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

20.7 **Equal Employment Opportunity (EEO) Provision.** The Contractor shall comply with the City of Forest Park Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words “shall not discriminate” shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- (b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- (c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representative of the contractor’s commitments under the equal employment opportunity program of the City of Forest Park and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

- (f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.
- (g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Forest Park or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on the respective dates under each signature. 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

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

- 1.0 INTRODUCTION. The Contractor is required to provide **Janitorial Services** at The City of Forest Park in accordance with the services contained in the contract.
- 2.0 SCOPE OF SERVICES. The Contractor shall provide **Janitorial Services** to various departments throughout The City of Forest Park. **The Contractor shall furnish all labor, equipment, and supplies necessary to perform the services** set forth herein, except as otherwise specified. COFP reserves the right to add or delete facilities/spaces as deemed necessary during the term of the contract. Days and hours for cleaning of each building may be modified at COFP's discretion throughout the life of this contract. The vendor is to include the standard hourly rate for general custodial services for tasks that occur outside the scheduled work time or special events. Space will be provided on the premises for storage of the Contractor's equipment and supplies. All floor waxes, strippers, sealers, polishes, carpet cleaning products, etc. are to be applied in accordance with manufacturer's specifications. Only the best water emulsion, non-skid waxes are to be used. Waxes, strippers, and sealers are to be approved by the Director of Public Works. The work shall be scheduled at such times as to avoid interference with normal or specific activities that may occur in the facilities of the various Departments. All scheduled work must be completed. Any area not completed shall be reported to the Department of Public Work's designee. Minimum staffing will be agreed to by Contractor and the Department of Public Works and must be maintained throughout the Contract. The Contractor is responsible for the security of the buildings during the period Contractor's employees are at work and upon completion of work each day, all windows and doors shall be locked securely when appropriate. The contractor will be responsible for and will provide their own transportation between the various work locations, in accordance with the work described in these specifications is to be performed for various departments at the following locations:

CITY OF FOREST PARK BUILDINGS SQUARE FEET

1A Buildings Only

1A BUILDINGS	LOCATION	SQUARE FEET
CITY HALL	745 Forest Pkwy, Forest Park, GA 30297	13,244 sq feet
HUMAN RESOURCES	785 Forest Pkwy, Forest Park, GA 30297	3,536 sq feet
PLANNING, BUILDING, AND ZONING	785 Forest Pkwy, Forest Park, GA 30297	2,860 sq feet
COUNCIL OFFICES	700 South Ave, Forest Park, GA 30297	1,419 sq feet
TOTAL SQUARE FEET		21,059 sq feet

2.1 CITY HALL

This area consists of:

Offices, Four (4) Restrooms, One (1) conference room, One (1) Council Chamber, One (1) Lobby

Janitorial services to be performed five (5) times a week (Monday-Friday) unless noted.

LOBBY AND COMMON AREAS:

A. Daily

1. Police sidewalk and entrance areas.
2. Empty all trash receptacles, cigarette urns, etc. and reline, as necessary.
3. Spot clean doors, walls, interior glass, and woodwork.
4. Vacuum carpeted floors.
5. Sweep and mop or spot mop composition tile and terrazzo floors.
6. Clean and sanitize water fountains.

B. Weekly

1. Dust to hand height (70") all horizontal surfaces.
2. Dust and/or damp clean all furniture including desks, chairs, tables and various accessories.

C. Monthly

1. High dust above hand height all horizontal surfaces.
2. Clean exterior of urns and trash containers.

OFFICES:

A. Daily

1. Empty trash receptacles and reline as needed. remove trash to designated area.
2. Spot clean doors, walls, counter tops, interior glass, and woodwork.
3. Vacuum carpeted floors.

B. Weekly

1. Dust to hand height (70") all horizontal surfaces.

COUNCIL CHAMBERS:

Janitorial services to be performed once a week unless noted.

A. Weekly

1. Dust
2. Empty all trash receptacles, cigarette urns, etc. and reline, as necessary.
3. Spot clean doors, walls, interior glass, and woodwork.
4. Vacuum carpeted floors.
6. Clean and sanitize water fountains.

REST ROOMS:

A. Daily

1. Clean and sanitize, interior and exterior of all fixtures, including toilets, urinals and lavatories.
2. Clean and dry polish all chrome fittings.
3. Damp mop floors with germicidal disinfectant.
4. Empty all trash receptacles and disposals and reline as needed.
5. Spot clean and sanitize exterior of all containers.
6. Spot clean to hand height (70") walls, partitions, interior glass, mirrors, and horizontal surfaces.
7. Replenish all dispensers to normal levels, from owner's supply, (soap, tissue, paper towels, etc.).

BREAK ROOM:

A. Daily

1. Damp clean and sanitize counters, tabletops, and chairs.
2. Empty trash receptacles and reline as needed.
3. Spot clean doors, walls, and interior glass.
4. Sweep and mop or spot mop composition tile floors.

GENERAL:

Contractor will:

1. **Provide all cleaning supplies and equipment for the entire city.**
2. Spray buffs all composition tile floors (TWICE MONTHLY).
3. Comply with owners' specifications when cleaning unique areas, i.e., computer rooms, laboratories, etc.
4. Provide small trash can liners. Large trash bags are extra and will be billed as used.

2.2 HUMAN RESOURCES

This area consists of:

Four (4) Offices, One (1) Workspace, Two (2) Restrooms, One (1) conference room, One (1) Breakroom, One (1) Lobby

Janitorial services to be performed daily unless noted. If office is locked, that area does not need to be cleaned that day.

OFFICES AND WORKSPACE:

1. Empty trash
2. Vacuum
3. Dust

RESTROOMS:

1. Empty trash

2. Clean Sink & Toilet
3. Clean mirrors
4. Refill Paper Products

CONFERENCE ROOM:

1. Clean tabletop
2. Vacuum
3. Empty trash
4. Dust

BREAKROOM:

1. Clean tabletop
2. Sweep & mop
3. Dust
4. Clean Sink & Counter
5. Wipe down refrigerator

LOBBY:

1. Sweep & mop
2. Clean furniture
3. Dust

2.3 PLANNING, BUILDING, AND ZONING

This area consists of:

Offices, Two (2) Restrooms, One (1) Conference Room, One (1) Kitchen, One (1) Court Room, One (1) Front Lobby, Hallways

Janitorial services to be performed daily unless noted.

OFFICES:

1. Empty trash
2. Vacuum
3. Dust

RESTROOMS:

1. Empty trash
2. Sweep
3. Mop
4. Clean sink/toilet
5. Refill paper products, soap, air freshener

CONFERENCE ROOM:

1. Clean table
2. Vacuum
3. Empty trash
4. Dust

KITCHEN:

1. Sweep/mop
2. Refill paper towels and soap
3. Empty trash
4. Clean sink/counter/table

COURT ROOM:

1. Empty trash
2. Vacuum
3. Clean table
4. Dust

FRONT LOBBY:

1. Sweep/mop
2. Dust counter

HALLWAYS:

1. Vacuum

GENERAL:

Contractor will:

1. Take out all trash and put in trashcans in the back of the building.
2. Wednesdays - move cans in the back to the front by the Rec center to be picked up.

2.4 COUNCIL HOUSE

This area consists of:

One (1) Restroom, Four (4) Offices, Balcony, One (1) Kitchen/ Dining Room

Janitorial services to be performed once a week unless noted.

RESTROOM:

1. Clean Sinks & Toilets (Lift Seats)
2. Mop & Sweep Floors
3. Clean Mirrors
4. Empty Trash

ALL OFFICES:

1. Vacuum
2. Empty Trash
3. Dust

KITCHEN/ DINING ROOM:

1. Clean sink; table; counter
2. Sweep & Mop
3. Empty trash

The City may require services beyond the scope of these Contractual documents. The Contractor will provide by submission of a Bid Form the cost for these extra services as requested based on the per unit price, which includes the cost of direct labor with supervision, payroll (see Section 9.0), plus overhead and burden. Contractor will be notified at minimum one week in advance for additional service requests.

3.0 KEY CONTROL

- A. The Contractor shall establish and implement methods of insuring that all keys issued to the Contractor by the Department are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor shall be duplicated. The Contractor shall develop procedures covering key control that will be included in the quality control plan.
- B. The Contractor may be required to replace, re-key, or to reimburse the Department for replacement of locks or re-keying as a result of Contractor losing keys. In the event a master key is lost or duplicated, the Department shall replace all locks and keys for that system, and the total cost shall be deducted from the monthly payment due the Contractor.
- C. It is the responsibility of the Contractor to prohibit the use of keys issued by any persons other than the Contractor's employees.

4.0 CONSERVATION OF UTILITIES

- A. The Contractors shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude waste of utilities, which shall include, but shall not necessarily be limited to electricity, water, etc.
- B. Lights shall be used only in areas where and at the time when work is actually being performed.
- C. The workers will not adjust mechanical equipment, or controls for heating, ventilation, and air conditioning systems, except in cases of emergency to shut off the systems.
- D. Water faucets or valves shall be turned off after the required usage has been accomplished.

5.0 LOST AND FOUND PROPERTY

It is the responsibility of the Contractor to ensure that all possible lost articles of personal or monetary value found by the Contractor's employees are turned in to the City's representative.

6.0 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

7.0 DISMISSAL OF EMPLOYEES

The Department may request the Contractor to immediately remove from the premises and/ or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- A. Neglect of duty, absenteeism, and sleeping on the job.
- B. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- C. Theft, vandalism, immoral conduct, or any other criminal action.
- D. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, or any other drug/medicine prescribed or over the counter, which produce similar effects while on duty.

8.0 SUPERVISION

The Contractor shall provide adequate competent supervision at all times during the performance of this Contract. To that effect, a qualified Project Manager and one or more alternates shall be designated in writing to the Department prior to Contract start. A resume of qualifications of the designated individuals must accompany aforementioned designation. The Project Manager or his designated representative must be ready to meet with Departmental personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached or call back within a two-hour time frame.

9.0 PERFORMANCE EVALUATION MEETINGS

The Contractor shall serve a 90-day probationary period. At the end of the probationary period, the Project Manager shall be readily available to meet with representatives of the Department weekly during the 3rd month of the Contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all problems identified at these meetings. A designated representative of the Department will be responsible for scheduling and chairing the meetings and preparing copies of written minutes for distribution. Should the Contractor not concur with same, he shall set forth in writing his reasons for disagreement and present them to the Department representative.

10.0 SPECIAL PROVISIONS

These requirements are to be followed explicitly for all sites:

- A. All employees shall be required to sign in and out on a designated log sheet.
- B. All employees shall be required to wear I.D. badges to be furnished by Contractor and approved by the City of Forest Park.
- C. At the end of each week, the Contractor shall file with the Department representative a list of all employees used at the work site.
- D. Keys to each facility shall be issued only to Contractor's Supervisor for that site. Only the Supervisor shall unlock any outside door and shall be responsible for maintaining facility security. If the office doors are locked, do not clean that area on that day.
- E. No one under age eighteen is permitted on the premises after normal working hours. Contractor's employees are not allowed on the premise if they are not involved in the performance of the work.

11.0 REQUIREMENT PRIOR TO COMMENCING WORK

- A. Upon executing the Contract and before beginning the work, the Contractor shall prepare a schedule that shall include:
 - 1. The dates to strip and refinish all composition, cement, terrazzo, marblette, ceramic, resilient, etc., floors and stairways.
 - 2. The dates to thoroughly clean carpet at each location.
 - 3. The dates to wash the light fixtures and surrounding ceiling.
- B. Prior to beginning work, the Contractor shall prepare schedules, referencing individual locations and the following Sections and Technical Specifications:
 - 1. Weekly - day of week;
 - 2. Monthly - day of month;
 - 3. Semi-annually - month of service; and
 - 4. Annually - month of service.
- C. The Contractor shall establish and maintain a comprehensive Quality Control Program to assure the requirements of the Contract are provided as specified. An update must be provided as changes occur. The Program shall include, but not be limited to the following:

1. An inspection system, covering all the services to be performed under the Contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the name and title of the individual(s) who will do the inspections.
 2. A method of identifying deficiencies in the quality of services Performed before the level of performance becomes acceptable.
 3. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the City upon request.
- D. Contractor shall provide schedules for services to be provided at each prior to commencement of work. Schedules are to be in a Checklist format and copies will be posted at each location. Contractor's Employees shall sign the schedule as duties are completed.
- E. The Daily Requirements shall be posted at each location. The Contractor's employees shall sign the list on a daily basis.

12.0 WAGES

The Contractor shall maintain payroll records during the entire term of the Contract and any Contract extensions. A copy of the payroll summary shall be forwarded to the City no later than five (5) working days after each pay period.

13.0 PAYMENTS TO CONTRACTOR

1. The Contractor shall be paid monthly the amount stated on the approved invoice.
2. The City may require services beyond the scope of these Contractual documents. The Contractor will provide by submission of a Bid Form the cost for these extra services as requested based on the per unit price, which includes the cost of direct labor with supervision, payroll (see Section 9.0), plus overhead and burden. Contractor will be notified at minimum one week in advance for additional service requests.
3. Specialty cleaning should be priced out and approved by each department head (i.e., stripping and waxing floors, carpet cleaning, light fixtures, etc.).
4. The City reserves the right to increase and/or decrease any work locations. Contractor's compensation will be adjusted accordingly.
5. Additional work as specified by Department's designee shall be priced and submitted via change order.

14.0 RULES AND REGULATIONS

The Contractor agrees to observe and obey any and all rules and regulations adopted by the City of Forest Park, and such regulations as set forth by the Federal, State and local government/authorities.

15.0 REPAIR OF BUILDING

The Contractor shall notify the Public Works Director or designee immediately of any fixtures, building equipment, or material which have become loose, out of order, or in need of repair or replacement.

16.0 DAILY

- A. All composition floors shall be swept and/or damp mopped to remove dirt and soiling and deodorized.
- B. All Terrazzo, Marble, and Ceramic floors and stairways shall be wet mopped. These areas shall be sealed and polished wherever wear is noticeable.
- C. All office counters, furniture, cabinets, desks, chairs, ledges, windowsill partitions, pictures, and other wall adornments, etc. are to be dusted and cleaned.
- D. Empty wastebaskets, trashcans, ashtrays, sand urns, water urns, etc. Empty recycle bins into recycle containers. Supply sand and water urns with fresh sand or water. Trash shall be placed in designated locations.
- E. Marks and smudges shall be removed as needed from all walls, doors, floors, partitions, elevator cars and doors, light switches, electric and telephone outlets, doorknobs, mirrors, and other high-traffic areas.
- F. Report burned-out lights to Maintenance.
- G. All areas shall be cleaned with the same type and level of cleaning.
- H. All sinks and drinking fountains shall be cleaned and sanitized.
- I. All kitchen/breakroom areas shall be cleaned and sanitized.
- J. Restrooms
 - 1. Urinals, commodes, and washbasins shall be cleaned and disinfected.
 - 2. Mirrors shall be polished.
 - 3. Stall partitions and tile walls shall be cleaned and sanitized.
 - 4. Floors shall be swept and wet mopped with cleaner.

5. Sanitary napkins receptacles shall be cleaned and sanitized.
6. Hand towels, tissue, sanitary napkins, and soap receptacles shall be refilled from Contractor's provided supplies that is compatible with City's current receptacles.
7. Each month a bucket of water must be poured into the floor drain.

K. Conference Room

1. Clean chalkboards. Chalkboards shall not be damp-wiped.
2. Dust and rearrange the furniture.
3. Glass in entrance doors, storefronts, and partitions shall be cleaned, vacuum carpet or mopped the floor, dust furniture and empty trash bins.

17.0 WEEKLY

- A. Sweep floors with treated dust mop and an approved cleaning solution semi-weekly or more frequently if needed.
- B. Trashcan liners are to be changed. New liners are to be furnished by the Contractor.
- C. Disinfect all walls and floors in restrooms.
- D. Wall, wainscot, and woodwork shall be dusted and soiling removed.
- E. All marble/ceramic surfaces and areas surrounding washbasins in Restrooms are to be cleaned and disinfected.
- F. Inside of all windows six (6) feet and below shall be cleaned.
- G. Telephone receivers shall be damp-wiped with a disinfectant solution.
- H. All carpets shall be thoroughly vacuumed, inclusive of corners, edges, and behind doors.

18.0 SEMIMONTHLY

All terrazzo, Marblette, and ceramic floors and stairways are too sealed and polished. High traffic areas shall be polished more frequently as needed.

19.0 MONTHLY

- I. All walls, partitions, doors, door closures, and doorframes are to be completely cleaned.

- J. Venetian and Levolor blinds are to be washed.
- K. Draperies and curtains are to be vacuumed.
- L. Walls, wainscot, and woodwork are to be thoroughly cleaned.
- M. De-scale fixtures in restrooms with acid-type bowl cleaner.
- N. Wash and polish all furniture as needed.
- O. Clean and disinfect inside and outside of all trash and ash receptacles.

20.0 QUARTERLY OR SEMI-ANNUAL AS STATED

- P. Air conditioning diffusers return vents, and surrounding areas are to be washed every 6 (six) months.
- Q. Strip, reseal, and refinish floors with at least two coats of seal and two coats of finish every 3 (three) months.
- R. Shampoo carpet every 6 (six) months.
- S. Interior of all windows above six (6) feet shall be cleaned every 6 (six) months.
- T. Exterior of all windows shall be cleaned every 6 (six) months.

21.0 COMPUTER ROOMS

Normal schedules, detailed in Sections 17.0 through 20.0 above, prevail. However, special conditions require restrictions at these locations:

- A. All dusting must be done with anti-static cloths.
- B. Floors are to be dust mopped with mops treated with anti-static solution.
- C. Whenever water must be used, limit the amount to that necessary for the job.
- D. Polishing pads shall be of the type designed for use in this type of area.
- E. These areas must be serviced during normal working hours.
- F. Steel wool will not be used in these areas.

22.0 METHODOLOGY

The following shall be the basic description of methods to be used. Any variation from these shall be subject to specific approval by the Public Works Director or designee.

A. Floor Sweeping

The floor shall be swept clean so that no dust streaks are left and no dust is left there. Dirt is picked up with the dustpan. No dirt or dust shall be left in the corners, behind or under the furniture, behind doors, or on stair treads and risers. Sweeping shall be done with hairbrushes and cotton sweeping mops in such a manner that a minimum amount of dust is raised. Straw brooms may be used only in sweeping exterior surfaces. In areas where no dust can be tolerated, vacuum cleaners, cotton sweeping mops, oil free treated mops, or an oil free sweeping compound - and hairbrush shall be used. All furniture and other equipment moved during the sweeping process shall be replaced at the completion of the work. Baseboards, doors, furniture, and equipment shall not be disfigured or damaged by being struck with the sweeping brush or mop, or in the process of moving furniture and equipment.

B. Mopping

Floors shall be wet mopped to remove dirt and stains that cannot be removed by sweeping. Natural soap solution shall be used as an agent to remove the dirt. Floors shall be rinsed clean so as to remove soap residue and any dingy or cloudy appearance. Floors shall be dried after mopping to prevent any standing water from being absorbed into beams or floor covering. Mop water shall be changed regularly throughout the day. Mop water splashed on baseboards, doors, furniture, equipment, etc., shall be removed immediately. Terrazzo, ceramic tile, and vinyl asbestos floors shall be mopped nightly.

C. Scrubbing

Scrubbing shall be done as needed with neutral soap solutions when mopping cannot clean a floor. With specific approval, scouring powder may be used on very dirty quarry tile or ceramic tile floors. Water or scrubbing solution shall not be allowed to stand on floors longer than necessary to complete the cleaning job, at which time dirty water shall be picked up, and the floor shall be rinsed clean until free of all soapy solution, when dried.

D. Floor Finishing (Stripping/Sealing/Waxing)

Floor finishing shall be done no less than what is stated in the contract and approval of Department's Designee and shall be limited to floors other than terrazzo floors. Only approved floor finishes shall be used on floor coverings. All floor areas shall be finished with slip resistant, approved finish. The finish shall be applied to the floor services with the approved applicator or cotton mop after the floor surface has been thoroughly cleaned by mopping or scrubbing and is dry. The application of excessive amounts of finish shall be avoided and a buildup of finish shall not be

permitted. Sufficient material shall be used to fully protect the floor surface and present a neat, well-kept appearance. Refinishing shall be done in heavy traffic areas, such as in doorways and corridors, or in heavy work areas as scheduled or as needed (in these areas), to keep the floors fully protected and a uniform well-kept appearance of the entire area. In cases where it becomes necessary to remove the old finish, a neutral soap solution shall be used. Where finish has been permitted to pile up along walls or near furniture, #1 or #2 steel wool may be used in addition to the soap solution. In the case of large areas, the buffing machine equipped with a steel wool pad may be used in the removal of old finish material.

E. Buffing

Floors shall be thoroughly dry before buffing. A buffing machine shall be used nightly, and buffing shall be only enough to bring surface to desired uniform luster. Woodwork, baseboards, and furniture shall not be marred or discolored by the buffing equipment or the material used. Finish shall not be applied to floors nearer than six (6) inches to baseboards or non-movable fixtures, as the buffing brushes will carry enough material to protect a six-inch wide area along the baseboards and fixed objects, movable furniture, fixture, and equipment, including desks, tables, and business machines on rollers shall not be moved during operation and then replaced.

F. Miscellaneous Fixture cleaning - Water Closets

The inside and outside surfaces of water closets, tanks, and seats shall be cleaned to remove all rust, odors, and water stains.

G. Urinals

Urinals shall be cleaned to remove rust, odors, and stains. Cleaning solutions shall be flushed through the trap to reduce accumulations of scale.

H. Washbowls

Washbowls shall be cleaned to remove all rust, stains, odors, and scale. Abrasives or polishes shall not be applied to fittings. Water used in cleaning shall not be allowed to get between the fixtures and the wall.

I. Drinking Fountains

Drinking fountains shall be cleaned to remove accumulations of stain, rust, and scale. Grilles below fountains shall be dusted daily.

J. Toilet Room Cleaning

Provide all cleaning as detailed for urinals, water closets, floor type, mirrors, toilet partitions, walls, ceilings, water fixtures, soap dispensers, paper towels and toilet paper dispensers, hand dryers, countertops, doors, etc. Each month the contractor shall pour a bucket of water into the floor drains.

K. Care of Dispensers

All paper towels, cloth roller towels, toilet paper, and soap dispensers shall be refilled as needed. Paper towel and cloth towel cabinets and soap dispensers shall be cleaned after refilling. The City shall furnish materials used in these dispensers. The contractor shall maintain an inventory of each building of service and provide a weekly report.

L. Glass/ Window Cleaning

All glass cleaning shall be done as required by schedule.

Any paint drops or smears shall be washed from both inside and outside window glass. Steel wool shall not be used, but razor blades or broad knives are permissible.

Both inside and outside surfaces of glass shall be washed to remove all traces of film, smudge, dirt, and other foreign matter.

In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the City's Representative so arrangements can be made for the replacement of the glass if deemed necessary.

M. Cleaning Interior Glass

Glass partitions, glass in doors, transoms, glass-draft shields of window, and mirrors shall be cleaned to present a neat, clean appearance, having all dirt and smudges removed.

N. Dusting

All dust shall be removed nightly from exposed surfaces. Furniture to be dusted shall include windowsills, baseboards, woodwork, shelves, fire extinguishers, railings, ledges, machines, and similar items. It shall not be

the responsibility of the Contractor to tidy-up desks or filing cabinets, other than to empty and dust and/or wash glass tops. Furniture with removable cushions and backs shall have them removed and dust shall be removed from under them.

O. Polishing Metal

Solid, non-ferrous metal, nameplates, fire extinguishers, and other fixtures shall be polished whenever needed, to present a neat, clean, shiny appearance. Polishing materials shall be used so that finish of metal fixtures and adjacent surfaces will not be damaged.

P. Cleaning Carpets

Carpets shall be thoroughly vacuum cleaned whenever as stated in the contract without damaging nap.

Q. Wall, Partition, and Woodwork Cleaning

Wall, partition, and woodwork shall be washed where wall surfaces are vitreous materials, paint, or enamel; surfaces of walls, wainscoting, partition, and woodwork, which are not washable, shall be spot cleaned to remove accumulations of dirt and pencil marks. All wall registers and grills shall be kept clean.

R. Spot Cleaning of Doors, Windows, Handrails, and Walls

Doors surfaces, facings, casings, and knobs, window casings and stools, and handrails on stairways and walls shall be spot cleaned nightly to remove soil stains, caused by such things as rubber burns, hand prints, dirt, food particles, chemicals, and blood.

S. Cleaning Ash Urns, Ashtrays, and Wastepaper Baskets

Ash urns and wastepaper baskets shall be cleaned thoroughly, nightly.

T. Washing Furniture

Wood and metal desks, tabletops, chair and sofa arms shall be cleaned when needed to remove dust, soil, stains, and grease.

U. Trash Removal

The City shall furnish wastebaskets, ash urns, rubbish, and trash containers located in the building. The Contractor shall collect and remove trash and rubbish nightly from the premises and deposit it in proper curbies, located behind each building in the designated areas on the cleaning site(s). The Contractor shall furnish proper containers, required to collect and transport trash and rubbish from the building. Soiled wastebasket liners shall be replaced immediately. All trash containers, including receptacles placed outside of the entrances, shall be emptied daily, and contain no dirt, grime or residue on the inner or outer surface. All containers shall be lined with new, correct size liners. If a trash container is placed outside of a closed door, it is to be emptied, liner replaced, and returned to the outside of the door. The door is not to be opened. All spills or leaks shall be cleaned up and the area returned to the original conditions. All trash containers shall be returned to their original locations.

23.0 INSPECTION

A Deficiency Report shall be prepared for each location and provided to the Contractor by the Department's designee. The Deficiency Report shall be used to write down any discrepancies noted by the Department designee or personnel. The Contractor shall read the Deficiency Report at the beginning of each workday and enter the date, his/her signature, acknowledging receipt of the form and any comments when the deficiency is remedied. Departmental designee will sign the Deficiency Form acknowledging whether or not the discrepancy has been remedied. (Refer to section 6.0, 9.0, 14.0)

In the event service performed is unsatisfactory, or is NOT in accordance with the Contract specifications, the Contractor shall, upon notification by the Department's designee **provide immediate service to the Department to correct any deficiencies noted within a 2 (two) hour response time, without additional cost to the Department.** The contractor shall provide a 24-hour emergency contact name and number to the Department's designee.

For failure by the Contractor to provide routine custodial service as specified in the Contract, the City may deduct the prorated share of the unclean area(s) from any payments due, based on the Contractor's price per square foot quoted in the Bid Form. This provision may be used when the work is not promptly corrected by the Contractor or there are continuous, documented deficiencies in the Contractor's performance. This may also serve as cause for dismissal of contract.

24.0 ADDITIONAL WORK

Additional work as specified by the Department's designee shall be priced and submitted via change order.

EXHIBIT B

AUTHORIZING LEGISLATION

(TO BE INSERTED UPON AWARD OF CONTRACT)

EXHIBIT C

BID FORM

EXHIBIT C: Bid Form

The Bid Form must support the Scope of Services contained in the RFB and fully encompass all activities in the Bidder's Submittal. **The Bid Form must be submitted in a separate sealed envelope.**

#	1A BUILDINGS	SQUARE FEET	Total Amount Per Month
1	CITY HALL	13,244 sqft	
2	HUMAN RESOURCES	3,536 sqft	
3	PLANNING, BUILDING, AND ZONING	2,860 sqft	
4	COUNCIL OFFICES	1,419 sq feet	
	TOTAL SQUARE FEET	21,059 sqft	
TOTAL BID AMOUNT			
(For Buildings 1-4)			

BID AMOUNT FOR ADDITIONAL SERVICES	
(AS NEEDED)	
includes the cost of direct labor with supervision, payroll, plus materials, supplies, overhead and burden.	
HOURLY RATE:	

Total Bid Amount for All Services: _____

Bidder's Name: _____

EXHIBIT D

INSURANCE AND BONDING REQUIREMENTS

Exhibit D

Insurance and Bonding 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 \$5,000,000 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.

An Employee Dishonesty Bond must be provided in the amount of \$100,000 (one hundred thousand dollars).

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 The City of Forest Park (Owner).

A sample Certificate of Insurance is attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

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

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

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

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

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


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

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

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

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

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

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

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EXHIBIT E

CONTRACTOR AFFIDAVIT AND
CONTRACT DOCUMENTS

(RESERVED)