



CITY OF
FORESTPARK

REQUEST FOR PROPOSALS

RFP NO. 11092023

COMPREHENSIVE CLASSIFICATION ANALYSIS &

COMPENSATION STUDY FOR

CITY OF FOREST PARK

NOVEMBER 9, 2023



CITY OF
FORESTPARK

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

Website Home Page: www.forestparkga.gov

November 2, 2023

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Forest Park (the “City”), Procurement Division (“PD”), a Proposal for professional services. The proposal is for a Comprehensive Classification Analysis & Compensation Study for The City of Forest Park.

A **Pre-Proposal Conference** will be held on Thursday, **November 16, 2023 at 11:00 a.m.**, at the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Human Resources Department and City Manager’s Office available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference are **not** authoritative. **The last date to submit questions in writing is Friday, December 8, 2023 by 5:00 p.m.**

Your response to this Request for Proposals must be submitted to designated staff of the Procurement Division at 745 Forest Parkway, Forest Park, GA 30297, **no later than 2:00 p.m., EST, Thursday, January 4, 2024.**

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

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

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

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

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

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

Sincerely,

A. Girard Geeter
Procurement Manager

Mission Statement

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. The City of Forest Park is striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service to our residents 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 is no praise and raises for mediocrity.

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PART I

INFORMATION TO PROPONENTS

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

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

3. Minimum Qualifications:

3.1 A Joint Venture is optional for this RFP.

3.2 Proponent must have five years of verifiable experience conducting Compensation Studies and Classification Analysis services. The Proponent’s experience must include working with governmental entities with a similar scope of services. In addition, Proponent must have completed three projects within the last five (5) years.

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

5. **Proposal Deadline:** Your response to this RFP must be received by the Procurement Division, no later than 2:00 P.M., ET on Thursday, January 4, 2024. Any Proposal received after this time will not be considered and will not be accepted by the City. Proposals will be opened and the names of the proponents will be read aloud publicly.

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

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

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

9. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]” (Form 13)

10. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP will be issued (i.e., payment and performance bonds). However, each proponent must include a copy of their liability accord insurance document with this proposal submittal.

11. Applicable Diversity Program: The City’s Diversity Program is applicable to this procurement. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

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

13. Examination of Proposal Documents:

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

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

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

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

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

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

- a. Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Proponents;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;
- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;

- g. Uncompleted Work for which the Proponent is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Proponent; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

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

18. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“IIREA” or “the Act”). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (Form 2), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (Form 2) on behalf of and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (Form 2). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (Form 2) precedes the Affidavit.

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

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

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

22. **Contract Duration.** The contract period is 120 days for project completion.

Part II Technical Instructions, Qualifications and Scope

REQUEST FOR PROPOSALS

COMPREHENSIVE CLASSIFICATION ANALYSIS & COMPENSATION STUDY

STATEMENT OF PURPOSE

The City of Forest Park is seeking proposals for professional services for a Comprehensive Classification Analysis & Compensation Study. It is the City's strategic objective to attract and retain a highly talented and motivated workforce. Over the years, The City has undergone growth resulting in an increase in recruitment, reorganization of some departments and periodic requests for review of positions. Consequently, a thorough study and analysis of the City's Classification and Compensation levels are warranted.

GENERAL INFORMATION

Located nine miles south of Atlanta and five miles directly east of Hartsfield-Jackson Atlanta International Airport, Forest Park is the largest city in Clayton County and centrally located in the northern part of the County. It is bordered on the west by I-75, to the north by the Mountain View/Conley areas and I-285, and to the southeast by Lake City and Morrow. Jonesboro, the county seat, is located directly south from Forest Park. Clayton County is included in the Atlanta Metropolitan Statistical Area and the ten county Atlanta Regional Commission (ARC). The city has a population of approximately 19,823.

SCOPE OF SERVICES

Overview

1. Attract and retain qualified employees;
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together;
3. Provide salaries commensurate with assigned duties;
4. Clearly outline promotional opportunities and provide recognizable compensation growth;
5. Provide justifiable pay differential between individual classes; and
6. Maintain a competitive position with other comparable government entities and private employees within the same geographic areas.

The study and analysis shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The City seeks to employ a firm with experience to perform and provide the following:

1. Provide for a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
2. Review all current job classifications, confirm, and recommend changes to the hierarchical order of jobs using your evaluation system.
3. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Georgia municipalities as required.
4. Identify potential pay compression issues and provide potential solutions.
5. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions.

CLASSIFICATION STUDY

1. Consultant to review current classification grade methodology, and propose recommended strategies for the City.
2. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Consultant to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.
4. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including fair Labor Standards Act (FLSA) status (exempt/non-exempt).
5. Consultant to present proposed recommendations to the City Manager for review prior to making any final classification determinations.
6. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
7. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
8. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
9. Consultant to provide a straightforward, easily understood, maintenance system that Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

10. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spread out in the proposal.
11. Review the background materials including organizational charts, personnel rules, and regulations, job descriptions, and related information.
12. Conduct orientation and briefing session (s) with employees. (In different locations and different times and dates).
13. Conduct orientation briefing session (s) with all department directors, and supervisors.
14. Design an appropriate job questionnaire.
15. Administer the completion of a job questionnaire by all employees that can be used for classification and compensation purposes.
16. Conduct interviews with a representative sample of employees and appropriate supervisory and management personnel
17. Allocate all employees included within the scope of the study to an appropriate job title, job class and exempt and non-exempt designation (FLSA).
18. Update classification specifications to reflect current duties, requirements of the position, including physical requirements and essential functions in compliance with ADA.
19. Prepare up-to-date and accurate job classification specifications for all employees.
20. Design and administer an employee review process.
21. Provide an implementation plan.

COMPENSATION STUDY

1. Consultant to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.

3. Consultant to recommend comparable labor markets, including both private and public sector employers for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey,
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
10. Consultant to provide system documentation and computer formats/software to administer compensation plan.
11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market survey
12. Consultant to conduct a compression analysis to include any recommendations for implementation.
13. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

CONTRACT

The Consultant will be required to sign a contract with the City relating to the work to be performed. Such contract shall include, but not necessarily be limited to the following articles: method of compensation, time of performance, subcontractors, duties of the consultant, termination of the contract, ownership of material, changes EEO, ADA, submission of material and obligations of the City.

Part III Contents of Proposal/Required Submittals

Format Proposal

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. The Consultant shall submit one (1) bound original signed proposal, three (3) bound proposal copies and one digital PDF copy on a USB thumb drive. The proposal shall contain no more than 20 double sided pages. A cover page, back cover and Letter of Interest do not count in the total 20 maximum pages. The following information shall be included:

1. **Letter of Interest:** Include a one-page signed cover letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant, all key project staff, and sub-consultants to provide specified services.
2. **Management Plan:** Include the firm name, discipline, address, contact information and key personnel of the prime consultant and all sub-consultants proposed for the study. Include information about specific and relevant experience and qualifications.
3. **Organizational Structure and Resumes:** A Project Manager must be designated and must be the principal contact for the project. Provide information on the experience of the Project Manager (on similar projects) and at least two references with contact information.
4. **Quality Control Plan:** Discuss your team's understanding of the proposed project and scope of service. Describe your approach to completing the study including, but not limited to, methodologies, technologies, key milestones and processes you would employ. Describe what information you would expect the City to supply or be responsible for.
5. **Experience and Past Performance.** Please include information describing the Consultant's and sub-consultant's experience that pertains to the discipline described in the scope of work of this RFP, including studies for public agencies and municipalities. Provide a minimum of three (3) specific examples of the Consultant's relevant and similar experience with Comprehensive Classification Analysis and Compensation Studies of a similar size, scope, and complexity. Include the agency or municipality, contact person, address, phone number and e-mail.

PROCEDURES AND CONDITIONS:

- Proposals should include a brief history and introduction of the company or firm, and the firm's understanding of the services to be performed. Proposals should be divided into three components: The Classification Study, the Compensations Study and the Performance Evaluation System. Proposals should also include the methodologies to be used for each component. Cost of each component should be identified, and a total project cost.

- A proposed time schedule including the number and description of the meetings to be held in the City should be specified.
- At your option, you may provide any additional supporting documentation or information that would be helpful in evaluating your firm's qualifications and commitment.

METHOD OF EVALUATION

The City of Forest Park will review and evaluate all proposals submitted in response to this RFP. The City will conduct a preliminary evaluation of all proposals on the basis of the information provided as well as compliance with the minimum qualifications set forth in the RFP. Failure to comply with any mandatory requirement may disqualify a proposal.

The City of Forest Park will consider the following criteria in evaluating the proposal submitted for award and is not listed in order of importance.

The reputation of the Firm based on references.

The Firm's experience in this field; specifically municipal experience, in a project of this size and type.

The qualification and experience of key personnel assigned to the project.

The quality, availability and adaptability of the services to the particular needs requested.

The proposed pricing and fee schedule.

Following the review of proposals, The City of Forest Park reserves the right to request additional information, request revised fee schedules, and to schedule interviews for presentation.

PRESENTATIONS

Any Proponent who submits a proposal may be required to make an on-site presentation of its capability to perform as described in its proposal to the City. Such a presentation will be at the Proponent's expense and will provide an opportunity for the firm to clarify its proposal to ensure a thorough mutual understanding.

BONDING AND INSURANCE REQUIREMENTS:

- A) Statutory Workers Compensation Insurance
Employers Liability

Bodily Injury Accident - \$100,000 Each Accident

Bodily Injury Disease - \$500,000 Policy Limit

Bodily Injury by Disease - \$100,000 Each Employee

- B) Comprehensive General Liability Insurance
\$500,000 Limit of Liability per Occurrence for bodily injury and property damage.

- C) Auto Liability Insurance
\$500,000 Limit of liability per occurrence for bodily injury and property damage.
Comprehensive form covering all owned, non-owned and hired vehicles.

- D) Umbrella Liability Insurance - \$1,000,000 Limit of liability

- E) Professional Liability Insurance - \$1,000,000 Limit

CITY OF FOREST PARK

REQUEST FOR PROPOSAL OF PROFESSIONAL CONSULTING SERVICES

**COMPREHENSIVE COMPENSATION ANALYSIS/BENEFITS REVIEW AND UPDATE OF
CLASSIFICATION/COMPENSATION SYSTEM**

COST PROPOSAL FORM

The undersigned declares that before preparing their proposal, they read carefully the instructions and requirements for bidders and that their proposal is made with full knowledge of the kind, quality and quantity of services to be furnished, and that their said proposal is as stated on these pages. The Undersigned offers and agrees, if this proposal is accepted, within 120 days from the date of award, the services of said study will be complete.

Compensation Study \$ _____

Classification Plan \$ _____

Audit of Recruitment, Hiring, Promotions,
Disciplinary, and Termination Procedures
with regards to each Dept. \$ _____

Total \$ _____

Signature _____

Date _____

Phone Number _____

Fax Number _____

E-Mail Address _____

Web site address _____

A separate sealed envelope titled “Cost Proposal of (firm name)” shall be included within the larger sealed envelope.

The Proposal shall be delivered to Forest Park City Hall by 2:00 p.m. local time on January 4, 2024, for a proposal to be considered. The Proposal should be addressed as follows:

City of Forest Park
Attn: A. Girard Geeter, Procurement Manager
745 Forest Parkway
Forest Park, GA 30297
ageeter@forestparkga.gov

Do not submit proposals to any other person or location by any other method.

Part IV Evaluation of Proposals

Evaluation Criteria

The selection of the consulting firm will be based upon the following items and point totals:

1. Management Plan (35 pts)
2. Experience and Past Performance (30 pts)
3. Organizational Structures and Resumes (15 pts)
4. Quality Control Plan (15)
5. Local, Small Business and diversity program (outreach plan) (5 pts)

A minimum of three (3) firms will be interviewed by City staff based on the proposal submittals. Upon completion of these interviews, one firm will be selected based on their qualifications and fee.

The procedure for considering the priced proposal will be that a minimum of the top three (3) firms will be chosen based on the above qualifications-based criteria, excluding consideration of the fee proposal.

Upon selection of the top three (3) firms, the fee proposal for these firms shall be opened and summarized prior to interviews. Fee proposals for Consultants not shortlisted shall be returned unopened to the Consultant. No prospective proposer shall withdraw his proposal or fee for a period of sixty (60) days after the deadline for proposed submittals.

In making a proposal, the Consultant hereby certifies that the prospective proposer has reviewed this RFP and is familiar with all conditions contained therein.

The Evaluation Committee will review all proposals and make a recommendation to the City Council for approval.

The respondent selected for an award will not necessarily be the lowest bidder. Rather, the selection will be based upon the proposal that is responsive, responsible, and the most advantageous to the city, as determined by the city in its sole discretion. The city intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on experience and performance, current performance capability, fees, and other criteria as outlined in this document. The city anticipates that all firms will have a fair and reasonable opportunity to provide service.

The city reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the city's best interest, as determined by the city in its sole discretion.

Award Criteria

Issuance of this RFP does not compel the city to award a contract. The city reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The city reserves the right to

request clarification or additional information. The city reserves the right to award a contract, to resolicit proposals, or to temporarily, or permanently abandon the procurement.

Ownership of Proposal

All material submitted regarding this RFP becomes the property of the City of Forest Park and will only be returned to the Consultant at the City's option. Responses may be reviewed by any person after the final award has been made. The City of Forest Park has the right to use any or all ideas presented in reply to this request. Dis-qualification of a Consultant does not eliminate this right.

Release of Claims, Liability, and Preparation Expenses

Under no circumstances shall the city be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a respondent's participation in this RFP process. The respondent understands and agrees that it submits its proposal at its own risk and expense and releases the city from any claim for damages or other liability arising out of the RFP and award process.

Errors in Proposals

The city shall not be liable for any errors in the respondent's proposal. No modifications to the proposal shall be accepted from the respondent after the submittal date and time. The respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

Withdrawing Proposals

Respondents may withdraw their proposal at any time prior to the submittal deadline by submitting a written request to the contacts for RFP inquiries indicated on the submittal guidelines page. The written request must be signed by an authorized representative of the respondent. The respondent may submit another proposal at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal date and time without approval by the city. Such approval shall be based on the respondent's submittal, in writing of reason acceptable to the city in its sole discretion.

Addendums

The city reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued, such addenda shall be issued by the city prior to the time that proposals are received and shall be considered part of the RFP.

Responsible Propers (Respondents)

The city reserves the right to award project contracts only to responsible respondents. Responsible respondents are defined as firms that meet the requirement of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The city's determination of whether a respondent is a responsible respondent is at the city's sole discretion.

Notification of Award

If the city makes an award as a result of this RFP process, the city will deliver to the selected respondent a notice of selection. The resulting contract shall consist of, but not be limited to, the following:

1. The terms, conditions, specifications, and requirements of this RFP and its attachments
2. The addenda issued by the city pursuant to this RFP
3. All representations (including, but not limited to, representations as to performance and financial terms) made by the respondent in its proposal and during any meeting(s) with the city
4. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

Questions

All questions or requested clarifications regarding this RFP must be submitted in writing via e-mail prior to 5:00 p.m. on December 8, 2023. There will be no verbal answers or clarifications given either in person or via telephone, other than at the Site Visit. All answers, clarifications or explanations will be issued in an addendum document posted on the City of Forest Park Web Page-Business - Request for Proposals.

Address all questions or requests for clarifications to:

**City of Forest Park
Attn: A. Girard Geeter, Procurement Manager
745 Forest Parkway
Forest Park, GA 30297
ageeter@forestparkga.gov**

Part IV

EVALUATION OF PROPOSAL

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

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

PART V

SUBMITTAL CHECKLIST

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

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

FORM 1
BID SUBMITTAL LETTER

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

RFP # _____

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

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

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this RFP Submittal Letter this _____ day of _____, _____.

By: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

[SEAL]

Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors **must** comply with the **Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA)**. IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
 2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
 3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
 4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
 5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
 6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
 7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
 8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.
-

Required Submittal (FORM 2)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

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

Name of Contractor (*Legal Name of Offeror*) Name of Project/Solicitation Number

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

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

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

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

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

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

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

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

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:

FOREST PARK Solicitation #: _____

Project Name: _____

2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____

(hereinafter "Contractor")

2. Mailing Address: _____ City/State/Zip: _____

3. If at this address less than 1 year, prior address: _____
_____ City/State/Zip: _____

4. Primary contact regarding this information: _____

5. Telephone Number: _____

6. Email Address: _____

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

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

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

1. Date of organization: _____

2. State of organization: _____

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

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

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

Yes No

If Yes, provide the following information:

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

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

Yes No

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

Yes No

If Yes, provide the following information:

Name	Court	Date	Status

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

Yes No

If Yes, explain: _____

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

Yes No

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

Date Filed	Court	Charge/Current Status

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

Yes No

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

Date Filed	Court	Current Status

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

- Yes No

If Yes, explain:

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

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

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

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

- Yes No

Project Name	Description	Date

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

CERTIFICATION

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

FORM 4

Acknowledgement of Insurance

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

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

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

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

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

Required Submittal (FORM 7)
Reference List

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

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

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

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

(Non- Applicable for this project)

PROPONENT NAME: _____

Position	Raw Rate	Multiplier	Fully Burdened Labor Rate

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

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

FORM 9

Fee Acknowledgement Letter

(Non- Applicable for this project)

FORM 10
NON-COLLUSION AFFIDAVIT

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

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

Dated this _____ day of _____, _____

(Name of Organization)

_____ (Print Name) _____ (Title)

(Signature)

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

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

Notary Public Signature

My Commission Expires: _____

FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

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

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

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

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

Signature of Authorized Agent

Name/Title of Authorized Agent

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

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

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 12

TRADE SECRET STATUS

Attachment A

**Local, Small, Business Diversity
Program**

LSBD Forms (1-6)

Local Small Business Diversity Program

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

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

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

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

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

A business is considered Local if they meet the following:

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

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:

1. LSBD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

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

Supplements

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

FORM LSBD-1

COVENANT OF NON-DISCRIMINATION

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

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

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

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

By: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

[SEAL]

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

Instructions to Contractors

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

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the 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 LSB-D-2

CITY OF FOREST PARK
SUBCONTRACTOR CONTACT FORM

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

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

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

FORM LSBD-2

SUB-CONTRACTOR CONTACT FORM – Cont’d

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

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

Proponent’s Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Contact No:** _____ **Date:** _____

FORM LSBD-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

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

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

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

FORM LSB-D-3

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

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

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

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

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

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

Proponent’s Contact Number: _____ **Project Name:** _____

Signature: _____

Sample

FORM LSB-D-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

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

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

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

FORM LSB-D-4

STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSB-D Form 2 Sub-contractors Contact Form submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the LSB-D goal and the steps taken to include LSB-Ds 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 LSB-D goal for this bid.

(Name of Organization)

(Print Name)

(Title)

(Signature)

(Date)

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

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

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

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

This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Proponent/Bidder's efforts to meet COFP's LSBDB goal. If you require assistance in identifying certified LSBDBs, 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 LSB-D-5

POST AWARD – LSB-D PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSB-D 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:

EXHIBIT B

**City Council Authorizing Resolution
(To Be Inserted)**

EXHIBIT C

Cost Proposal Form



EXHIBIT D

Insurance Requirements

Insurance Requirements :

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

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable.
 - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
 - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
 - f. Owner and all other parties as required by Owner, shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the subcontractor.

The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above, the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
 - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
 - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be
-

responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor.

2. Automobile Liability

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

3. Commercial Umbrella

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

4. Workers Compensation and Employers Liability

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

5. Personal Property

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

Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).

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

Additional Requirements:

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

A Sample Certificate of Insurance is attached.

EXHIBIT E

RESERVED