



CITY OF
FORESTPARK

Request For Bids

RFB NO. 041924

Sound Equipment Services for the City of Forest Park, Georgia

City of Forest Park

April 19, 2024

ATTENTION INTERESTED BIDDERS:

The anticipated schedule for the bid process is as follows:

Date Issued: **April 19, 2024**

Non-Mandatory Pre-Bid Conference: **May 2, 2024 at 2:00 p.m.**, at Starr Park Amphitheater located at 785 Forest Parkway, Forest Park, GA 30297

Deadline for Submission of Questions: **5:00 P.M. ET, May 8, 2024**

Bid Opening: **2:00 P.M. ET, May 16, 2024**

The purpose of the Pre-Bid Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the appropriate City Department available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Bid Conference. Proponents will be allowed to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre-Bid Conference are **not** authoritative.

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

RFBS 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 RFB 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 RFB.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all RFBS when it is for good cause and in its best interest. The City reserves the right to select the lowest, responsive, and responsible respondent the City deems is in the best interest of the City.

Mission Statement

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

Thank you for your interest in doing business with the City of Forest Park, Georgia.

TABLE OF CONTENTS
FOR
REQUEST FOR BID NO. 041924

<u>TITLE</u>	<u>PAGE NO.</u>
REQUEST FOR BID OVERVIEW	3
REQUEST FOR BID PROCEDURES	4
GENERAL TERMS AND CONDITIONS	8
MINIMUM SPECIFICATIONS	22
BID SCHEDULE	23
BID ACKNOWLEDGEMENT FORM	24
REQUIRED DOCUMENTS CHECKLIST AND ATTACHMENTS	25

REQUEST FOR BID OVERVIEW

A. PURPOSE:

Forest Park Government (the City) is soliciting bids for **Sound Equipment Services for the City of Forest Park, Georgia (Annual Contract with 2 Options to Renew)** from responsible bidders. This procurement is being conducted in accordance with all applicable provisions of the City's Code of Ordinances, including its Procurement Code, and the particular method of source selection for the services sought in this RFB is Code Section 3-1-16; Competitive Sealed RFBs. **By submitting a RFB 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 RFB by reference. Each Proponent also agrees to participate in and abide by all requested information and abide by all City Programs.**

B. GENERAL INFORMATION:

1. BID OPENING:

Sealed bids are to be addressed and delivered to:

City of Forest Park City Hall Bldg.
Department of Finance - Purchasing
745 Forest Parkway

Forest Park, Georgia 30297, not later than **2:00 P.M. ET, May 16, 2024.**

Submit **one original bid package** (inclusive of the entire Request for Bid document and required documents) stamped "Original" and **two sealed identical copies** stamped "Copy" of the bid package to the address listed above. Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the City for the premature opening of a submission not properly addressed and/or identified.

Bids Valid Until:

Bids shall be valid for 90 days from and including the bid opening date.

2. CONTACT PERSON:

The contact person for this bid is **Talisa Clark, Procurement Officer**. General inquiries concerning the meaning or interpretation of this Request for Bid (RFB) may be requested from the contact person via telephone at **470-421-0759** or via email at tlark@forestparkga.gov. Questions and requests for information or clarification concerning the specifications in this RFB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach

bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Finance – Purchasing Division as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Request for Bid will be furnished to all prospective bidders, as an addenda to the RFB, if such information is necessary to bidders in submitting bids on the RFB or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on “Wednesday, May 8, 2024.”**

4. ADDITIONAL INFORMATION/ADDENDA:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements, or explanations other than those made in this RFB or in any addendum to this RFB. Where there appears to be a conflict between the RFB and any addendum issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit it to the Department of Finance - Purchasing as requested. Bidders may contact the assigned Procurement Officer to verify the number of addenda prior to submission. Addenda issued for this RFB will be posted on the City’s website, <http://www.forestparkga.gov/rfps>. Bidder should regularly check the City’s website for addenda.

INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. Bid Submittal and Required Signatures

All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.

Bids must be signed by an officer or agent of the firm having the authority to execute contracts. Failure to return all pages of this Request for Bid may result in bid being deemed non-responsive.

2. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the Department of Finance - Purchasing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the Department of Finance - Purchasing rules that it is in the best interest of the City to consider.

3. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be

construed as restricting Bidders to that manufacturer (unless “no substitutes” is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

4. By submitting a bid, Bidder warrants that any goods or services supplied to the City of Forest Park Government meet or exceed the specifications set forth in this solicitation.
5. If any supplies, materials, and equipment are provided to the City under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the City will be deemed to have breached the contract and appropriate action will be taken by the City of Forest Park Department of Finance - Purchasing.
6. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
7. Bid Withdrawal
Respondents may withdraw their RFB at any time prior to the submittal deadline by submitting a written request to the assigned Procurement Officer for RFB 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 RFB at any time prior to the submittal deadline. No RFB 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.
8. Expenses of Preparing Responses to this RFB
The City accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this RFB. Such expenses are to be borne exclusively by the Bidders.
9. Electronic RFB Documents
This RFB is being made available to all Proponents by electronic means. By responding to this RFB, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFB, including any addenda issued by the City's Department of Finance - Purchasing. Proponent acknowledges and agrees that in the event of a conflict between the RFB in the Proponent's possession and the version maintained by the Purchasing Division, the version maintained by the City's Department of Finance - Purchasing shall govern. The

RFB document is available for download at the City's websites www.forestparkga.gov/RFPs and www.RFPnetdirect.com/georgia/cityofforestpark and the [Georgia Procurement Registry](#).

It is the responsibility of each Bidder to ensure that its submission is received by 2:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Finance - Purchasing shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices may go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. **Telephone or fax bids will not be accepted.**

10. Illegal Immigration Reform and Enforcement Act

This RFB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its RFB 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 (Attachment D), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with the RFB. Under state law, the City cannot consider any RFB 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 (Attachment D) 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 (Attachment D). 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.

11. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this RFB. The successful Bidder(s) will enter into a contract approved by the City. The City's RFB document and attachments, subsequent City addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the

revisions are unacceptable to the City, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

12. Applicable Diversity Program

The City's Diversity Program is applicable to this procurement. By submitting a RFB in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

13. Ethics Rules

Bidders are subject to the Ethics provision within the City of Forest Park Ordinance. Any violations will be addressed pursuant to these policies and rules.

14. Business License

Please provide a copy of a valid company business license with your bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this RFB shall be maintained by the Contractor for the duration of the contract.

B. CONTRACT AWARD:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the City reserves the right to award by line item. The City may accept any item or group of items on any bid, whichever is in the best interest of the City.
3. The City reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of Forest Park Department of Finance - Purchasing on matters, as stated above, shall be final. The City reserves the right to decide which Bid will be deemed lowest, responsive, and responsible.

GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Contractor's accepted Response; and the City's RFB.
- B. The Contractor's services shall include all things, personnel, and materials necessary to

provide the goods or services that are in compliance with the specifications as authorized by the City.

- C. Bidder extends to the City the option to renew the contract for two (2) additional one-year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

1. Delivery of services or goods will commence within five (5) hours prior to the start of the event.

Bidder state agreement: Yes _____ No _____

Contact Person: _____

Telephone Number: _____ Cellular Phone Number: _____

Address: _____

Alternate delivery time *may* be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

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2. All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made five (5) hours prior to the start of the event, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to the Department or Division calling in the order and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required.

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the City to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

F. FOREIGN PRODUCTS:

The City of Forest Park prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is

so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes _____ No _____

If “No”, state the exact location of plant or facility where items will be produced:

G. CITY REQUIREMENT:

The contract will be an “Indefinite Quantity” type with City requirements to be satisfied on an “as ordered” basis. The City makes no promise, real or implied, to order any quantity whatsoever. This RFB and resulting contract will provide for the normal requirements of Forest Park, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

H. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE:** FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the City, at no expense to the City. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the request for Bid. Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) annual options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the City of Forest Park Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and the bid may be rejected.
2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:

- To Contractor's customers.
- In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the City at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, as stated within the RFB.

3. **Price Escalation Clause:** During the life of the contract, the awarded bidder shall furnish price lists to the City for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the City for purposes of comparison. Price changes will be in effect **only after receipt and approval by the Director of the Department of Finance - Purchasing.** Price lists and changes thereto are to be furnished under the contract and without charge to the City. Catalogue(s) or Price List(s) must be submitted to the Department of Finance - Purchasing, City Hall, 745 Forest Parkway, Forest Park, Georgia 30297.
4. By submission of this bid and completion of the non-collusion affidavit (Attachment F), the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The City shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing City of Forest Park Purchase Order (PO) and/or Blanket Purchase Agreement (BPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Blanket Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the BPA.

2. Invoice(s) must be submitted as follows:

a. A copy of the original invoice(s) must be submitted to the department requesting services.

Parks & Leisure Department
785 Forest Parkway
Forest Park, GA 303297

3. The City's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the City's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

R. RIGHT TO AUDIT:

The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole

or in part with City funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the City.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or other Contractor.

T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason

whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFB will be issued (i.e., payment and performance bonds). However, each proponent must include a copy of their liability accord insurance document with this RFB submittal. All RFBs more than \$50,000.00 will require a RFB Bond and a Performance Bond.

Successful Bidder(s) will advise their insurance agent of the City's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements. Insurance must be from companies able to do business in Georgia and acceptable to the City. 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. Certificates shall be issued and delivered to the City and must identify the "Certificate Holder" as follows:

City of Forest Park, Georgia
Director of Finance - Purchasing
City Hall Building
745 Forest Parkway

Forest Park, Georgia 30297

- b. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

Y. VENUE:

This Agreement shall be deemed to have been made and performed in the City of Forest Park, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Clayton County, Georgia.

Z. CITY REPRESENTATIVE:

The City may designate a representative through whom the Contractor will contact the City. In the event of such a designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of the owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking, or retirement benefits. All services provided by

Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

BB. SOLE AGREEMENT:

This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

CC. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Finance - Purchasing or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Finance - Purchasing or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the City:

Director of Finance
Department of Finance -
Purchasing
City Hall Building
745 Forest Parkway
Forest Park, Georgia
30297

If to the Contractor: Notices shall be sent to the contact information that is listed in the Bidder's Response to the RFB.

EE. 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.]". Without regard to any designation made by the person or entity making a submission, City of Forest Park considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

FF. GEORGIA'S TITLE VI POLICY STATEMENT

The City of Forest Park, in accordance with the provisions of and the Regulations, hereby notifies all Proposers 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 RFBs 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.

City of Forest Park, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. City of Forest Park assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. City of Forest Park further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

City of Forest Park assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, City of Forest Park will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

GG. COOPERATIVE PROCUREMENT

The City through the Department of Finance - Purchasing may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the

vendor will extend the same prices, terms, and conditions to the agency. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12 months following entry, renewal, or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

SCOPE OF WORK

General Information

The City of Forest Park is located nine miles south of Atlanta and five miles 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 of Forest Park, Clayton County is included in the Atlanta Metropolitan Statistical Area and the ten county Atlanta Regional Commission (ARC). The city's population is approximately 19,823.

Project Description

This project consists of the furnishing of sound equipment services for the City of Forest Park's annual festival events hosted by the Parks & Leisure Department. There are approximately fifteen (15) events scheduled annually. The tentative schedule is listed below:

Event Name	Date
Juneteenth Celebration	June 22, 2024 – Show Time 4pm-9pm
Fun Fridays	June 21, 2024 – Show Time 7pm-11pm
Fun Fridays	July 19, 2024 – Show Time 7pm-11pm
Fun Fridays	August 16, 2024 – Show Time 7pm-11pm
Fun Fridays	September 20, 2024 – Show Time 7pm-11pm
Forest Park Day	August 17, 2024 – Show Time 12pm-9pm
Hispanic Heritage Celebration	September 21, 2024 – (Showtime TBD)
Ultimate Tailgate Experience	August 24, 2024 – (Showtime TBD)
Ultimate Tailgate Experience	September 28, 2024 – (Showtime TBD)
Ultimate Tailgate Experience	October 19, 2024 – (Showtime TBD)
Ultimate Tailgate Experience	November 2, 2024 – (Showtime TBD)
Legislative/Executive Offices Events	TBD
Legislative/Executive Offices Events	TBD
Legislative/Executive Offices Events	TBD
Legislative/Executive Offices Events	TBD

The successful vendor(s) shall provide delivery, set-up, and breakdown of the sound equipment system, to include all labor, parts, cabling, and power necessary to produce quality sound distribution. Vendors shall provide an itemized and detailed list of items included with each line-item package listed in the price schedule.

PRICE SCHEDULE SHEET

PRICE SCHEDULE				
ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS	COST PER EVENT	LUMP SUM
1.	Main Speakers Package	15	\$ _____	\$ _____
2.	Stage Monitors Package	15	\$ _____	\$ _____
3.	Mixers and Microphones Package	15	\$ _____	\$ _____
4.	Power Package	15	\$ _____	\$ _____
5.	Labor Costs (1 Technician & 2 Stagehands)	15	\$ _____	\$ _____
6.	Delivery/Set-up and Breakdown/Pickup	15	\$ _____	\$ _____
GRAND TOTAL				\$ _____
<p>Note to Bidder: Provide Brand Name: _____</p> <p>More dates can be added once the NFL schedule drops for the Ultimate Tailgate Experience.</p> <p>Events for Legislative and Executive Offices may require sound equipment services and those dates are to be determined (TBD) falling within the months of June - December.</p> <p>The total hours for each event, to include set-up and break-down will be roughly twelve (12) to fifteen (15) hours.</p>				

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid

Print Name and Title of Authorized Signer

Business Entity Street Address

Business Entity City, State and Zip Code

Authorized Signature

Contact Person’s Phone Number

Contact Person’s E-mail Address

Business Entity County

Bidder acknowledges addendum(s): No. 1 __, No. 2 __, No. 3 __ (If Applicable) ____ (Initial)

Bidder acknowledges that this bid is valid for 90 days from and including the bid opening date ____ (Initial)

Bidder acknowledges that bid meets or exceeds minimum specifications ____ (Initial)
Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications.

Bidder acknowledgement of Revisions to the above Terms and Conditions:

- No revisions ____ (Initial)
- There are revisions and they are included with the bid submittal ____ (Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
24	Bid Acknowledgement Form*	
25	Required Documents Checklist – Attachment A	
26	Contractor Reference and Release Form* – Attachment B	
27	Subcontractor Reference and Release Form, if applicable** – Attachment C	
29	Contractor Affidavit* – Attachment D	
30	Subcontractor Affidavit, if applicable** – Attachment D	
31	Acknowledgement of Insurance – Attachment E	
32	Non-Collusion Affidavit – Attachment F	
33	Debarment, Suspension & Other Legal Matters Affidavit – Attachment G	
34	Local Small Business Diversity Program – Attachment H	

***If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**

****These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFB.

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFB.

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D

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 RFB.
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 RFB 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.**

¹ O.C.G.A. § 13-10-91, as amended

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.***

ATTACHMENT E

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 RFB 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 receives 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: _____

ATTACHMENT F

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 the RFB by anyone at such letting nor to prevent any person from submitting a RFB nor to include anyone to refrain from submitting a RFB, and that this RFB is made without reference to any other RFB and without any agreement, understanding or combination with any other person in reference to such RFB. 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: _____ [SEAL]

ATTACHMENT G

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 RFB 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/RFB had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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]

ATTACHMENT H

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

Each Proponent must propose to achieve the LSBSD 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 LSBSD.

LSBD Required Forms –

To be submitted with RFB:

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 RFB 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 RFB. **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.



CITY OF
FORESTPARK

FORM LSB-D-2

CITY OF FOREST PARK

SUBCONTRACTOR CONTACT FORM

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

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

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

Sample

FORM LSBD-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 RFB. Failure to submit this form will result in a RFB 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 RFB Amount: Provide an estimated percentage of the total RFB 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 RFB Amount = % of Total RFB Amount

FORM LSBD-3

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

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

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

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

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

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

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

Sample

FORM LSBD-4

STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSBD Form 2 Sub-contractors Contact Form submitted with your RF, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDs in your RFB. 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 RFB. Despite such good faith efforts, I have not been able to meet the LSBD goal for this RFB.

(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 RFB opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the RFB. |
| 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 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’s efforts to meet COFP’s LSB-D goal. If you require assistance in identifying certified LSB-Ds, please contact the Procurement Department at procurement@forestparkga.gov or at 404-366-4720.

FORM LSBD-5

POST AWARD MONTHLY LSBD PARTICIPATION REPORT – CONTRACT GOAL

Instructions to Contractors

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

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

GENERAL INFORMATION

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

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

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

FORM LSBD-5

POST AWARD – LSBD PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSBD GOAL _____

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

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

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

% CONTRACT: _____

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

SIGNED _____
CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____



FORM LSBD-6

Request for Subcontractor Removal/Substitution

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

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

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

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

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

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

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

This form must be completed and submitted (with all required documentation) to the Department of Finance – Purchasing