



December 9, 2022

REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
RFP #23-055

Competitive sealed proposals will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA 31701 until **January 10, 2023, at 5:00 p.m.** from qualified individuals or firms to provide Professional Design and Project Management Services for the City of Albany to create development ready properties located at 126 N. Washington St., 132 Pine Avenue and 138 Pine Avenue, Albany, Georgia. The property located at 126 N Washington Street is approximately 26,700 square feet, property at 132 Pine Avenue is approximately 13,764 square feet, and the property at 138 Pine Avenue is approximately 11,592 square feet. Services to be provided in accordance with the scope of services included in this Request for Proposals (RFP).

A **Pre-Proposal Conference** will be held **December 20, 2022, at 10:00 a.m.** at 401 Pine Ave., Second Floor Conference Room, Albany, Georgia. All interested proposers are strongly encouraged to attend.

The City of Albany strongly encourages Small Business firms to participate in this RFP. All corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation and listing of the principles of the corporation with their response.

Any interested and qualified firm and/or party is requested to submit a sealed response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City of Albany for any costs incurred prior to issuance of a formal Notice to Proceed should an award of contract result from this solicitation.

The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Documents are available at the Procurement Office, www.albanyga.gov, or the Georgia Procurement Registry. Deadline for questions is December 30, 2022. Submit all questions via email to Christina (Tina) Strassenberg at, cstrassenberg@albanyga.gov; cc: jswilliams@albanyga.gov and kross@albanyga.gov or fax questions to (229) 431-2184. Replies of substance will be in writing and made available to all potential vendors/proposers.

City of Albany,

Joshua Williams

Interim Procurement Manager

CENTRAL SERVICES

**ALBANY
PROCUREMENT DIVISION
CENTRAL SERVICES DIVISION
ALBANY, GEORGIA**

INSTRUCTIONS TO PROPOSERS

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
 - (a) The ability, capacity and skill of proposer to perform required service.
 - (b) Whether proposer can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of proposer.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City/County use.
 - (f) The ability of proposer to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining best proposer if they are deemed advantageous to the City.
3. All requested information should be included in submittal package. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such contract, and the nature of such action shall be determined by the City or County and specified in the contract; (3) The contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring proposal guaranty **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
19. The successful proposer on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.

20. Proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The proposer agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the City or County.
22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
24. Reasonable grounds for supposing that any proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the proposer is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said proposer, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the proposer, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
31. Any complaint from proposer relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
33. **All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.**
34. **All bidders/proposers should provide their tax identification number with the bid/proposal.**
35. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis of award for projects that are federally funded.**
36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
37. **Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

PROCUREMENT FORM – Revised 4/20/18

REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
RFP #23-055
TERMS AND CONDITIONS

1. **GENERAL INFORMATION:** The City of Albany seeks to award a contract for professional services for design, construction documents, bidding, and construction inspections to create development ready properties located at 126 N Washington Street, 132 Pine Avenue and 138 Pine Avenue, Albany, Georgia. The 126 N Washington Street property will have approximately 8,900 sq. ft. of possible retail/restaurant space at the ground floor level and approximately 17,800 sq. ft. of possible residential/living spaces on the remaining upper floors. The property at 132 Pine Avenue will be approximately 2,290 sq. ft. of commercial space and 138 Pine Avenue will be approximately 1,950 sq. ft. of commercial space. Approximately 11,474 sq. ft. of the 132 Pine Ave property and approximately 9,642 sq. ft. of the 138 Pine Ave properties will be demolished to create approximately 69 off-street parking spaces. The City of Albany is looking to make these sites development ready for the public sector to finish in accordance with the Downtown Master Plan.
2. **PROPOSAL RESPONSE:** All vendors/respondents should provide information as detailed in this RFP and any other pertinent information which will assist the Evaluation Committee in selecting the most qualified firm.
 - A. **DELIVERY OF SUBMITTALS:** One (1) original and one (1) electronic copy (Adobe PDF format) of the complete proposal should be delivered to the address below:

CITY OF ALBANY
PROCUREMENT DIVISION
222 PINE AVENUE, SUITE 260
ALBANY, GEORGIA 31701

Submittals should be clearly marked on the outside as
"RFP #23-055, PROF DESIGN & PROJ MGMT SERVICES"

Sealed responses may be hand delivered or mailed to the above listed address. Sealed submittals must be delivered in writing. Verbal responses are not acceptable. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

B. EVALUATION CRITERIA:

Qualifications/Experience	30%
Past Performance/References	25%
Understanding of Work/Methodology	20%
Fee Proposal	15%
General Presentation/Quality of Package	5%
DBE Participation	5%

- C. **SELECTION PROCESS:** A Proposal Analysis Group (PAG) will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFP, the Committee will determine which submittals meet the "responsible and responsive" threshold for evaluation. The City reserves the right to request additional information or clarification from vendors/respondents. The PAG will rank the qualified firms based on the data submitted. The City may require each of these firms to make a formal presentation regarding its qualifications to perform the requested services. Cost will not be the sole determining factor in selecting a firm. The top ranked firm(s) will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the Board of City Commissioners, a formal contract agreement will be executed between the City and the Consultant.

3. **INDEMNIFICATION:** Consultant agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of consultant or based on alleged negligence of consultant, its officers, agents, or employees and consultant shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City. An executed copy of this form should accompany your submittal. (See Attached).

4. **INSURANCE REQUIREMENT:** Successful vendor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by vendor, whether arising from the acts or omission, negligence or otherwise of vendor or any of its agents, employees, patrons, or other persons, and growing out of work being done by vendor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Vendor shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Vendor shall maintain a combined single liability limit of Five Hundred Thousand (\$500,000) Dollars, covering owned, non-owned, and hired vehicles. Vendor shall furnish evidence to the City of the continuance in force of said policies by providing copies of the policy to the Procurement Agent. A Certificate of Insurance is not acceptable. The City's sole judgment shall control as to the sufficiency of the coverage.

Vendor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

5. **CERTIFICATE OF NON-COLLUSION:** An executed copy of this form should accompany your submittal. (See Attached).

6. **GOVERNING LAW & VENUE:** An executed copy of this form should accompany your submittal. (See Attached).

7. **FEDERAL AWARD CONTRACT PROVISIONS** An executed copy of this form should accompany your submittal. (See Attached Exhibit A).

8. **INQUIRIES:** Submit all questions via email to Buyer Christina (Tina) Strassenberg cstrassenberg@albanyga.gov; cc: jswilliams@albanyga.gov and kross@albanyga.gov or fax questions to (229) 431-2184. Replies of substance will be in writing and made available to all potential vendors/proposers.

REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
RFP #23-055
SCOPE OF SERVICES

I. BACKGROUND: The City of Albany, in cooperation with both the Albany-Dougherty Inner-City Authority (ADICA) and the Downtown Development Authority of Albany, Georgia (DDA), seeks to award a contract for professional design and project management services to create development ready properties located at 126 N Washington Street, 132 Pine Avenue and 138 Pine Avenue.

1. The 126 N Washington Street property was the former office and print building, known as the Albany Herald (formerly Rosenburg's Department Store). Future plans for the facility are that it will have ground floor retail/restaurant and the upper floors will be residential/living spaces. The building is currently listed in the National Register of Historic Places. Phase I was conducted on this property in March of 2019 and Phase II was conducted on this property in April 2019. A roof analysis and a construction condition report were documented on this property in March of 2019 and later updated in December 2021.
2. The property at 132 Pine Avenue will be approximately 2,290 sq. ft. of commercial space. Approximately 11,474 sq. ft. of the roof structure over the warehouse area will be demolished to create parking. A Phase I was conducted on this property in March of 2019 and Phase II was conducted on this property in April 2019. A roof analysis and a construction condition report were documented on this property in March of 2019 and later updated in December 2021.
3. The property at 138 Pine Avenue will be approximately 1,950 sq. ft. of commercial space. Approximately 9,642 sq. ft. of the roof structure over the warehouse area will be demolished to create parking. A Phase I was conducted on this property in March of 2019 and Phase II was conducted on this property in April 2019. A roof analysis and a construction condition report were documented on this property in March of 2019 and later updated in December 2021.
4. Approximately 21,116 sq. ft. of roof structure over the current warehouse portions of 132 and 138 Pine Ave will be demolished creating a parking area in the rear of 132 and 138 Pine Avenue to create approximately 69 off-street parking spaces.

II. DEVELOPMENT/DESIGN/BID/CONSTRUCTION/INSPECTION PHASES:

1. **Development/Design Phase**
 - A. Successful Proposer will provide a project timeline for each milestone for the duration of the project.
 - B. Successful Proposer will field measure the properties (exterior and interior).
 - C. Successful Proposer will develop a scaled Existing Floor Plan of the properties (to also be used later for Demolition Plan Base Sheet and further interior renovations for occupancy).
 - D. Successful Proposer will meet with City/ADICA/DDA representatives to review the Basic Concept Plan, needs and issues.
 - E. Successful Proposer will develop a scaled Renovation Floor Plan of the properties for review and approval by City/ADICA/DDA representatives.
 - F. Successful Proposer will develop/define the Scope of Demolition required on the properties.
 - G. Successful Proposer will develop/define the Scope of Renovation (Exterior and Interior) for the properties. This will include Architectural, Plumbing, HVAC, Electrical, Structural (if required) and

miscellaneous improvements on the properties for review and approval by City/ADICA/DDA representatives.

2. Bid Phase

- A. Proposer will prepare the Construction Documents including Drawings with Notes and a written Scope Narrative/Specification/Bid Package for the properties.
- B. Proposer will provide Bid-Ready Construction Documents to City of Albany Central Services. Central Services will prepare the "Front End" sections of the Bid Package.
- C. City of Albany Central Services will advertise and distribute the Bid Package.
- D. Proposer, in coordination with City of Albany Central Services, Facilities Management and Downtown Managers Office, will conduct an on-site Pre-Bid Conference and walk-thru tour of the properties for prospective bidders (construction services) for the onsite construction.
- E. Central Services will receive Bidder's (construction services) questions and provide these to the Successful Proposer.
- F. Proposer will respond to Bidder's (Construction Services) questions and prepare Addenda as required and provide these to Central Services for issuing and distribution.
- G. Proposer will attend the Bid Opening.
- H. Proposer will evaluate Bids received and provide rankings and recommendations to Central Services, Facilities Management, and the Downtown Manager.
- I. Contract Award: This will be managed and performed by Central Services, Facilities Management and Downtown Manager. Successful Proposer will provide support and review services.

3. Construction/Inspection Phase

Facilities Management will be performing inspections on behalf of the City of Albany/ADICA/DDA. Successful Proposer will perform periodic inspections of the Contractor's Work on the properties. The number and timing of the inspections will be determined by the stage and complexity of the Work and the Contractor/Sub-Contractors.

- A. There will be a minimum of five inspections performed by the Successful Proposer that will be documented by written reports on the properties.
- B. There will be a minimum of five additional site visit status inspections performed by the Successful Proposer with no written report on the properties.
- C. If required, Change Orders shall be developed/reviewed by Successful Proposer and submitted to Facilities Management for review and forwarding on to Downtown Manager for further processing.
- D. Successful Proposer will jointly perform a Substantial Completion Inspection with Facilities Management and the Contractor and prepare a Punch List to supplement the initial Contractor prepared/submitted Punch List.
- E. Successful Proposer will perform a Final Inspection to follow up on the Punch List that will be documented with a written report on the property.
- F. Successful Proposer will review and verify Contractor Payments and forward verified invoices to Facilities Management for payment. There shall be a maximum of one Contractor Payment Request per month.

III. PROJECT TIME

1. The Development/Design phase of this project is expected to be complete within 60 calendar days following the issuance of the notice of award.
2. The Bid/Construction/Inspection phases of this project are expected to be completed within 120 days following the publication and advertisement of the bid for construction.
3. The vendor/contractor shall maintain the insurance coverages required by the City while this contract is in force and shall provide documentation of such insurance in a form satisfactory to the City when required.

IV. PRE-PROPOSAL CONFERENCE

1. A pre-proposal conference is scheduled for 10:00 am on December 20, 2022, at 401 Pine Avenue, , Second Floor Conference Room, Albany, Georgia.
2. Any significant changes to the solicitation resulting from discussion at the pre-proposal conference will be documented in an addendum which will be posted on Georgia Procurement Registry and distributed to all proposers present at the pre-proposal conference.
3. Proposers should acknowledge, in writing, receipt of all addenda (see attached Addenda Acknowledgement). All official correspondence regarding the specifications should be directed to and will be issued by the Procurement Office. Proposers are cautioned that the City assumes no responsibility for oral explanations or interpretations of solicitation documents.

V. EVALUATION

1. Award will be made to the responsible proposer whose proposal best meets the needs of the City of Albany as set forth herein.
2. Proposers will be evaluated on the following criteria, listed below:
 - A. Qualifications/Experience: Demonstrate/detail qualifications and experience in commercial space planning and design projects. Also provide staff qualifications and certifications. (30 points)
 - B. Understanding of Work Methodology: Demonstrate/detail capability to perform all the requirements within the specified time period. (20 points)
 - C. Past Performance/References: Provide the number of employees on staff capable of performing the specified services and qualifications and experience of the contract manager. Also list at a minimum three references of previous projects of similar size to include a contact person's name, title, and phone number. (25 points)
 - D. Fee proposal: In a separately sealed envelope, provide an hourly rate for the project, with a not-to-exceed lump sum total. No additional compensation shall be paid for items typically considered reimbursable expenses. (15 points)
 - E. General Presentation/ Quality of package: This entails evaluation based on the degree of completeness of the response to the RFP and the degree to which the proposer followed instructions for submittal. (5 points)
 - F. DBE Participation: Provide the value of work performed by the participating DBE (5 Points)

VI. PROPOSAL REQUIREMENTS

1. Proposals shall include relevant experience, including number of years, in design and specification of commercial space.
2. Proposals shall include relevant experience in design and specification of commercial buildings.
3. Proposals shall indicate the number of employees capable of performing the specified services and describe the proposer's ability to provide these services in the specified time period.
4. Proposals shall identify the primary contact person that will serve as the contract manager with responsibility to ensure the success of the contract and include the relevant qualifications and experience of the individual. Please include a resume.
5. The firm and the contract manager should have a design and architectural certification.

VII. VENDOR QUALIFICATIONS

1. At the option of the City, proposers may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and that they have, or can obtain the necessary equipment and manpower to ensure delivery within the parameters of this contract.
2. Proposers must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past three (3) years.
3. The reputation of proposers regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

VIII. PRICING

1. Prices quoted must remain firm for the period covered by this contract unless price escalation is herein specified.
2. Reimbursable expenses are to be included as an overhead item in the basic hour rate.
3. Submit a lump sum, not-to-exceed price for the completion of all architectural and design services requested.

IX. METHOD OF AWARD

Award will be made to a single entity or firm.

X. OWNERSHIP AND USE OF DOCUMENTS

1. Drawings, schedules and specifications as instruments of services will remain the property of the City of Albany.
2. The City shall be permitted to retain copies, including reproducible copies, of drawings, schedules and specifications for information and reference in connection with City's use and occupancy of the project.

XI. SPECIAL RESPONSIBILITIES WITH RESPECT TO PROFESSIONAL AND DESIGN SERVICES

Except with the City's knowledge and consent, the contractor shall not (1) accept any trade discounts or (2) undertake any activity or employment, have any significant financial or other interest, or accept any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise the contractor's professional judgement or prevent the contractor from serving the best interest of the City.

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY (“ALBANY”), a municipal corporation, by _____ [CORPORATE NAME].

WHEREAS, _____ [CORPORATE NAME] has submitted a bid to ALBANY so as to provide [describe the service, products(s)] _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____ [CORPORATE NAME], _____ [CORPORATE NAME] agrees to indemnify and hold harmless, ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY’s sole negligence or willful injury.

_____ [CORPORATE NAME] shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this, ____ day of _____, 20__.

[Affix Corporate Seal]

Legal Corporate or Company Name

Signature of Agent

Printed Name of Agent

Printed Title of Agent

Signature of Witness

Printed Title of Witness

ADDENDUM ACKNOWLEDGEMENT FORM
RFP REFERENCE NO.: 23-055

Instructions: Please acknowledge receipt of addenda received by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. This addendum acknowledgement form should be submitted with your proposal to expedite document processing.

Acknowledgement: I, the undersigned, acknowledge receipt of the following addenda to the above referenced Request for Proposal and have made any necessary revisions to my response or submittal. I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

- | | | | |
|----------------|--------------------------|----------------|--------------------------|
| Addendum No. 1 | <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> |
| Addendum No. 2 | <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> |
- No Addenda received for RFP Reference No.: 23-055.

I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any city personnel is not binding. Only information issued in writing and added to the specifications by an official addendum is binding.

Print Name and Title of Authorized Signer

Authorized Signature

Date

CERTIFICATION OF NON-COLLUSION

The undersigned hereby disposes and certifies,

1. that he/she is the contracting party, or that he/she is the representative, agent, member, or officer of the contracting party, and,
2. that he/she has not, nor has any other agent, employee, member, officer or representative of the firm, corporation or partnership represented by him/her, directly or indirectly, entered into any agreements nor participated in any collusion, or otherwise taken any action in restraint of free and fair competitive processes in connection with this solicitation.

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Printed Title of Authorized Officer or Agent

Printed Legal Corporation or Company Name

****SUBMIT WITH PROPOSAL****

GOVERNING LAW AND VENUE

Proposer agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Proposer further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

SIGNED (AUTHORIZED)	COMPANY NAME
TITLE	DATE

*** COMPLETE AND SUBMIT**

DEBARRED PROPOSERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____
[Printed]

TITLE: _____

SIGNATURE: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	
Solicitation /Contract Name:	

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** 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 Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13- 10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.
Authorization (EEV/E-Verify Company Identification Number)

Date of

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)
Contractor)

Title (of Authorized Officer or Agent

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Approved 10/23/2020

****COMPLETE & SUBMIT****

All Firms participating in the tender please answer the questions below:

- **Please let us know how you heard about the bid/rfp advertisement by selecting one of the following.**

1. Internet/Social Media to include Facebook, Twitter, etc. Yes____ No____
2. City of Albany website Yes____ No____
3. City of Albany local access channel (channel 16) Yes____ No____
4. Georgia Procurement Registry Yes____ No____
5. Other : _____

- **Please indicate if you are a DBE:** Yes____ No____

Company Name

Authorized Representative Name
(printed)

Title

Signature

Date

EXHIBIT A

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS FUNDED WITH FUNDS FROM THE AMERICAN RESCUE PLAN ACT (ARPA).

The Successful Proposer /Professional agrees to the inclusion of the below clauses in any contract or professional services agreement, if awarded.

As referenced in these federal contract provisions, 'respondent' is the Professional,

As referenced in these federal contract provisions, Federal Agency will be the Federal Government Agency providing the Funds to the CITY, or any party identified by the Federal Agency as an administrator or auditor for the ARPA grant award.

EQUAL OPPORTUNITY CLAUSE

1. The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment
2. advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
4. The respondent will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.
5. The respondent will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the respondent's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. The respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

8. In the event of the respondent's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the respondent may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
9. The respondent will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub respondent or vendor. The respondent will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the respondent becomes involved in, or is threatened with, litigation with a sub respondent or vendor as a result of such direction, the respondent may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No respondent or sub respondent contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the respondent and any sub respondent responsible therefor shall be liable for the unpaid wages. In addition, such respondent and sub respondent shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. Withholding for Unpaid Wages and Liquidated Damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the respondent or sub respondent under any such contract or any other Federal contract with the same prime respondent, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime respondent, such sums as may be determined to be necessary to satisfy any liabilities of such respondent or sub respondent for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
4. Sub respondents. The respondent or sub respondent shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the sub respondent to include these clauses in any lower tier subcontracts. The prime respondent shall be responsible for compliance by any sub respondent or lower tier sub respondent with the clauses set forth in paragraphs (1) through (4) of this clause.

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. § 1251-1387). The PROFESSIONAL agrees to report any violation to the CITY immediately upon discovery. The CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Agency.

PROFESSIONAL must include this requirement in all subcontracts that exceeds \$150,000.

PROCUREMENT OF RECOVERED MATERIALS

PROFESSIONAL agrees that the project design and materials used, where applicable, will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

GENERAL CIVIL RIGHTS PROVISIONS

The respondent agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the respondent and sub-tier respondents from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the "respondent") agrees as follows:

Compliance with Regulations: The respondent (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The respondent, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub respondents, including procurements of materials and leases of equipment. The respondent will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the respondent for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub respondent or supplier will be notified by the respondent of the respondent's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The respondent will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Funding Agency to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a respondent is in the exclusive possession of another who fails or refuses

to furnish the information, the respondent will so certify to the sponsor or the Federal Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a respondent's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

1. Withholding payments to the respondent under the contract until the respondent complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The respondent will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The respondent will take action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if the respondent becomes involved in, or is threatened with litigation by a sub respondent, or supplier because of such direction, the respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the respondent may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the "respondent") agrees to comply with the following non-- discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation- Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and respondents, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Agency's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order I 3166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited

- English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ENERGY CONSERVATION REQUIREMENTS

Respondent and Sub respondent agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

PROFESSIONAL has full responsibility to monitor compliance to the referenced statute or regulation. The PROFESSIONAL must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This contract and all subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their sub respondent's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

TRADE RESTRICTION CERTIFICATION

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

The PROFESSIONAL must provide immediate written notice to the CITY if the PROFESSIONAL learns that its certification or that of a sub respondent was erroneous when submitted or has become erroneous by reason of changed circumstances. The PROFESSIONAL must require sub respondents provide

immediate written notice to the PROFESSIONAL if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or sub respondent:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose sub respondents are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a respondent is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The PROFESSIONAL agrees it will incorporate this provision for certification without modification in all lower tier subcontracts. The respondent may rely on the certification of a prospective sub respondent that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the PROFESSIONAL has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the PROFESSIONAL or sub respondent knowingly rendered an erroneous certification, the Federal Agency may direct through the CITY cancellation of the contract or subcontract for default at no cost to the CITY or the Federal Agency.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the PROFESSIONAL and all sub-tier respondents must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

COPELAND "ANTI-KICKBACK" ACT

Respondent must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Respondent and sub respondents are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Respondent and each Sub respondent must submit to the CITY, a weekly statement on the wages paid to each employee performing on covered work during the prior week. CITY must report any violations of the Act to the Federal Agency.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the CITY encourages the PROFESSIONAL to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The PROFESSIONAL must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the respondent or its sub respondents may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach, or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach. CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [obtain project FAIN from CITY] awarded to [CITY OF LEESBURG] by the U.S. Department of the Treasury."

The Respondent listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Legal Company Name

Physical Address (Address, City, State, Zip Code)

Signature of Authorized Official

Printed Name and Title of Authorized Official

Date