

**EXHIBIT C
REFERENCES FORM**

Name of Reference	
Title	
E Mail Address	
Office Phone Number	
Mobile Phone Number	
Project Title	
Dates of Service	
Description of Work	
Manager / Key Staff	

Name of Reference	
Title	
E Mail Address	
Office Phone Number	
Mobile Phone Number	
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Dates of Service	
Description of Work	
Manager / Key Staff	

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program.
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

EXHIBIT E
EXCEPTIONS TO SOLICITATION

Each Respondent may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if Respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City shall be the sole judge of a proposed substitution equivalency. If the Respondent has no exceptions to the solicitation indicate by checking the space below.

_____ No exceptions to the solicitation.

Exceptions:

SPECIFICATION	PAGE	ITEM / SERVICE	EXPLANATION

EXHIBIT F
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The City requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Garden City, GA Request for Proposals for Engineering and Design of Garden City Multi-Purpose Recreation Complex

Respondent Name:

Address:

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

EXHIBIT G
COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing the Proposal, the Respondent certifies that it will comply with the applicable requirements of the Georgia Illegal Immigration and Enforcement Act of 2011 (Act) and agree to provide to the State upon request any documentation required to establish either; (a) that the Act is inapplicable to the Respondent and its subcontractors or sub-subcontractors; or (b) that the respondent and its subcontractors or sub- subcontractors are in compliance with the Act.

Respondent agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of the Act and (b) include in their contracts with the sub-contractor's language requiring the sub-subcontractors to comply with the applicable requirements of the Act

RFP Name: Request for Proposals for Engineering and Design of Garden City Multi-Purpose Recreation Complex

Contractor/Vendor Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

EXHIBIT H
NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

_____ and made oath that the Respondent herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20____, by _____.

(stamp)

Signature of Notary Public

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT I
GOOD FAITH AFFIDAVIT

I have carefully examined this RFP for Engineering and Design of Garden City Multi-Purpose Recreation Complex which includes scope, requirements for submission, general information and the evaluation and award process.

I hereby propose to provide the services requested in the City's RFP and, if awarded, enter into a contract with the City. I agree that the terms and conditions of the City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Respondent or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of City or of any other company is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Typed

Email Address

State of _____

County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

EXHIBIT J
INSURANCE REQUIREMENTS

Prior to commencing work, the Respondent shall procure and maintain at Respondent's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise in connection with the performance of the work or services hereunder by the Respondent, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) must be submitted to the City prior to the commencement of any work.

A. STANDARD INSURANCE REQUIREMENTS

- 1 *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The Bidder should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Garden City shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:
 - Premise Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
- 2 *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
- 3 *Workers' Compensation and Employers' Insurance* – with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Bidder is otherwise required by law to provide such coverage.
- 4 *Professional Liability Insurance* – \$1,000,000 or as per project (ultimate loss value per occurrence).

B. OTHER INSURANCE PROVISIONS

- 1 All Coverage
 - (a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

- (b) If the Respondent, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Respondent resulting from said breach.
- (c) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Respondent, the City may deduct from sums due to the Respondent any premium costs advanced by City for such insurance.
- (d) The City shall be named as “additional insured” as its interest may appear.

2 Commercial General Liability and Automobile Liability Coverage

- (a) The City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Respondent; products and completed operations of the Respondent; premises owned, leased or used by the Respondent or premises on which the Respondent is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, as well as members of the City Council, boards, commissions and committees, officers, agents, employees and volunteers.
- (b) The Respondent’s insurance coverage shall be primary insurance as respects the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Respondent’s insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, as well as members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.
- (d) Coverage shall state that Respondent’s insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

3 Waiver of Subrogation Rights.

The insurer shall agree to waive all rights of subrogation against the City, as well as members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Respondent in the performance of services under this Agreement.

4 Deductibles and Self-Insured Retention.

Any deductibles or self-insured retentions must be declared to and approved by the City.

5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted A-rated carriers or better by A.M. Best's rating service.

6 Verification of Coverage

Respondent shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

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