City of South Fulton, Georgia

General Services **Request for Proposal**

RFP NUMBER: 27-01

MULTIPLE AWARD ON-CALL CONSTRUCTION SERVICES IDIQ

VERTICAL AND HORIZONTAL CONSTRUCTION, REPAIR, MAINTENANCE, AND EMERGENCY RESPONSE SERVICES

ISSUED: Tuesday, October 6, 2026

Proposals are due no later than 2:00 PM Eastern Time, Friday, November 13, 2026

City of South Fulton Procurement Department
4715 Frederick Dr. SW
South Fulton, GA 30336

The City of South Fulton, Georgia
Procurement Department
4715 Frederick Dr. SW., South Fulton, GA 30336
Phone: 470-809-7700
Website: Procurement Department | South Fulton, GA
Procurement Department | South Fulton, GA
City of South Fulton General Services Department

REQUEST FOR PROPOSAL RFP #27-01
MULTIPLE AWARD ON-CALL CONSTRUCTION SERVICES IDIQ

SCHEDULE OF EVENTS	DATE
Proposal Release Date:	**October 6, 2026**
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Proposal Conference, please refer to Information and Instructions to Proposers for details.	**October 9, 2026 2:00 P.M. Eastern Time**
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	**October 14, 2026 3:00 P.M. Eastern Time**
Responses to questions will be issued by written Addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	**October 20, 2026**
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton. Proposers are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call BidNet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Proposal Opening, please refer to Information and Instructions to Proposers for details.	**November 13, 2026 2:00 P.M. Eastern Time**
Interview Process:	**As Determined by City.**

THIS PROPOSAL SOLICITATION FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL		
COMPANY NAME:		**DATE:**
MAILING ADDRESS:		**PHONE:**
CITY:		**FAX:**
STATE:	**ZIP:**	**SSN OR FEDERAL TAX ID#:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**	
PRINTED NAME:	**AUTHORIZED SIGNATURE:**	

TABLE OF CONTENTS

INFORMATION AND INSTRUCTIONS TO PROPOSERS 4

SUBMITTAL CHECKLIST 12

INTRODUCTION 13

MINIMUM REQUIREMENTS 16

EVALUATION PROCESS 17

APPENDICES

Appendix A – Scope of Services 23
Appendix B – Vertical and Horizontal Construction 33
Appendix B1 – Concrete Services 37
Appendix B2 – Landscaping and Ground Improvements 44
Appendix B3 – Plumbing Services 49
Appendix B4 – Vertical Construction Services 54
Appendix B5 – Horizontal Construction Services 59
Appendix B6 – Emergency Response Services 64

ATTACHMENTS

Attachment A – Required Form Submittals 73
Attachment B – Bonding & Insurance Requirements 84
Attachment C – Proposal Cost Form 96

EXHIBITS

Exhibit A – General Terms and Conditions 100

RFP #27-01 MULTIPLE AWARD ON-CALL CONSTRUCTION SERVICES IDIQ

INFORMATION AND INSTRUCTIONS TO PROPOSERS

1. **Request for Proposal:** The City requests Proposals from qualified firms, hereinafter referred to individually as a "Proposer" and collectively as "Proposers," to provide on-call vertical and horizontal construction, repair, maintenance, renovation, and improvement services on an as-needed basis. The Proposer shall submit a Proposal for the scope of the distinct projects as defined in Appendix A: Scope of Services.

2. **Solicitation Method and Governing Authority:** The City is conducting this procurement as a competitive Request for Proposals under the City of South Fulton Code of Ordinances, the City's applicable procurement policies and procedures, and all applicable Georgia law. Because individual Task Orders may constitute public works construction, each Task Order shall also comply with the Georgia Local Government Public Works Construction Law, O.C.G.A. Title 36, Chapter 91, when applicable. When a Task Order is funded in whole or in part with federal or state financial assistance, the Contractor shall comply with all procurement and contract requirements applicable to that funding source. Funding specific requirements shall be identified in the applicable Task Order or incorporated Contract documents. Nothing in this Request for Proposal (RFP) authorizes the City or a Contractor to waive a requirement imposed by applicable law. Georgia Department of Community Affairs (DCA) (DCA) identifies O.C.G.A. Title 36, Chapter 91 as the controlling public works framework. Georgia DCA guidance

3. **No Waiver of Legal Requirements:** The City's failure to identify a statutory, regulatory, licensing, permitting, safety, environmental, funding, or code requirement in this RFP does not relieve the Contractor from compliance with that requirement. No oral statement, course of dealing, City review, inspection, payment, acceptance, or failure to enforce a requirement constitutes a waiver of the City's rights or the Contractor's obligations.

4. **Minimum Qualifications:** Each Proposer and team member shall have the minimum experience set forth in this RFP.

5. **Certificate of Authority to Transact Business in Georgia:** Each Proposer must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Proposal. This requirement also applies to Joint Venture (JV) Team Members, Subconsultants and Subcontractors.

6. **Business License:** The successful Proposer must possess all required business licenses necessary to perform the services described in this solicitation. Proof of such licensing shall be provided prior to contract execution. If Proposer is a joint venture, Proposer shall submit valid business licenses for each member of the joint venture. If the Proposer is not a Georgia corporation, Proposer shall submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.

7. **No Offer by City and Firm Offer by Proposer:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proposer to form a Contract. This solicitation is only a Request for Proposal from interested Proposers, and no offer shall bind City. A Proposer's offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City's Code of Ordinances and other applicable law.

8. **Proposal Duration:** Proposals shall remain irrevocable and valid for acceptance for a period of ninety (90) calendar days following the Proposal Submission Deadline, unless extended by mutual written agreement of the parties. Pricing shall remain firm during this period and during the initial twelve (12) month Contract term, except as otherwise expressly stated in the solicitation or resulting Contract.

9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at https://www.bidnetdirect.com/georgia/cityofsouthfulton until **Friday, November 13, 2026, at 2:00 P.M. Eastern Standard Time (EST).**

10. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Friday**, **October 9, 2026, at 2:00 P.M., EST** and will be hosted virtually by our staff and responsible Person(s). To attend the Pre-Proposal Conference, access Microsoft Teams via the app or the web using the information below.

    Meeting ID: 298 224 640 540 719
    Passcode: Mz3BM92F
    Download Teams | Join on the web
    Or call in (audio only)
    +1 929-583-6155,,522125784# United States, New York
    Phone
    Conference
    ID:522125784#
    Find a local
    number | Reset
    PIN

    Attendance at the Pre-Proposal Conference is Non-Mandatory for Proposers responding to this RFP. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proposer must be fully informed regarding all existing and expected conditions and matters that may affect the cost or performance of the Services. It shall be emphasized, however, that nothing stating or discussed during this Pre-Proposal Conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an Addendum to the solicitation documents.

11. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into https://www.bidnetdirect.com/georgia/cityofsouthfulton on or before **October 14, 2026, by 3:00 P.M. EST.** Questions received after the designated period may not be considered. Any response made by the City will be posted online at https://www.bidnetdirect.com/georgia/cityofsouthfulton by Addendum. No Proposer may rely on any verbal response to any question submitted concerning this RFP.

12. Proposers and their representatives shall not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Procurement Department employee named in the solicitation, between the date of the issuance of the solicitation and the date of the final Contract award by City Council, unless specified otherwise herein. Attempting to influence the outcome of any given Contract before a recommendation of award to the City Council is strictly prohibited. The Director of Procurement will review alleged violations of this prohibition. If the Director of Procurement determines that such a communication has compromised the competitive process, the Proposal submitted by that Proposer may be disqualified from consideration for award, and that Proposer may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1- 9004 (d) of the City of South Fulton Code of Ordinances and all other applicable policies.

13. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proposer, for the City's use, in its discretion. The City shall not be liable for any Proposal preparation costs incurred by Proposers.

14. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. 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.]".

15. **Insurance Requirements:** The insurance requirements applicable to any Contract awarded pursuant to this solicitation are set forth in **Attachment B, Insurance Requirements**.

Proposer shall submit evidence of currently maintained insurance coverages, if any, and shall, prior to contract execution, furnish certificates of insurance and endorsements demonstrating compliance with Attachment B.

16. Subcontractors, Design Professionals, Suppliers and Specialty Trade Contractors: Proposers shall identify all proposed subcontractors, suppliers, design professionals, testing agencies, and specialty trade contractors expected to perform material portions of the Services. The City reserves the right to review the qualifications, financial responsibility, technical capability, insurance, licensing, and experience of any such entity and to disapprove any proposed entity determined by the City to be inadequate for the required Work.

17. Examination of Proposal Documents:

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

17.2 Each Proposer shall promptly notify the City in writing should the Proposer find discrepancies, errors, ambiguities, or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proposers. No oral responses are binding on the City.

17.3 The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.

17.4 Each Proposer must confirm that all Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

17.5 The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the RFP in its entirety.

17.6 The City reserves the right to waive minor informalities and minor irregularities, request clarification of Proposal content, reject any or all Proposals, cancel the solicitation, reissue the solicitation, seek supplemental information, and conduct such additional due diligence as the City deems necessary, provided that no action shall unfairly prejudice the competitive process or result in the use of unstated evaluation criteria.

17.7 The City of South Fulton may disqualify Proposals as a result of, but not necessarily limited to, the following reasons:

17.7.1 Failure to follow the City of South Fulton's Proposal schedule;

17.7.2 Failure to return applicable compliance and/or specification sheets;

17.7.3 Failure to return applicable addenda;

17.7.4 Failure to provide information on alternates or equivalents, when allowed;

17.7.5 Failure to provide any mandatory submission expressly required by this RFP may result in the Proposal being deemed non-responsive.

17.7.6 Failure of Proposer to sign all requested documents;

17.7.7 Failure to submit Proposal by deadline;

17.7.8 Failure of Contractor to extend prices;

17.7.9 Failure to hold firm pricing;

17.7.10 Failure to meet specified delivery requirements;

17.7.11 Proposed pricing that exceeds the department's approved budget for the Project;

17.7.12 A Proposal submitted by a Person on the Ineligible Source List;

17.7.13 A Proposal which is nonresponsive or otherwise unacceptable;

17.7.14 A Proposal may be rejected where the City determines, based on substantial evidence and applicable law, that the Proposer is not responsible due to material adverse performance history, fraud, misrepresentation, debarment, suspension, unresolved tax or licensing deficiencies, or other grounds bearing directly on the Proposer's present ability to perform the Contract.

18. Award and Execution of Contract: If a Contract is awarded as a result of this solicitation, the City will issue a written agreement incorporating the terms of this RFP and successful Proposer's response. The Proposer shall execute the agreement within the time specified by the City. The City reserves the right to modify the Contract to incorporate the Proposer's Proposal, Scope of Services, and Cost Proposal Forms. The City retains sole discretion to reject any Proposal if the proposed revisions are deemed unacceptable. Proposers are strongly encouraged to consult with an Authorized Representative possessing full authority to execute the Contract on behalf of the Proposer regarding any such revisions. Upon receiving approval for the award from the City of South Fulton City Council, the City will provide the Proposer with an unsigned Contract via Adobe Sign or another City-approved electronic signature platform. The Proposer must execute and return the Contract, along with the required insurance certificates and any other documentation specified in this RFP or requested by the City, within ten (10) calendar days of receipt. Noncompliance may result in withdrawal of the award, forfeiture of Proposal security (if applicable), and awarding the Contract to another Proposer.

19. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proposer must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Completed and notarized affidavits required by O.C.G.A. § 13-10-91, including the **Contractor Affidavit** and, where applicable, the **Subcontractor**

Affidavit, shall be submitted with the Proposal in the forms provided in **Attachment A, Required Form Submittals**. Failure to provide all required affidavits at the time of Proposal submission may render the Proposal non-responsive as provided by law. Under State Law, the City cannot consider any Proposal which does not include the completed F6.4 form. Where the business structure of a Proposer is such that Proposer is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proposer must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proposer itself. Where the business structure of a Proposer does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proposers 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 solicitations and their participation in those solicitations. 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 can be found preceding this form in this RFP.

20. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.

21. **Conflict of Interest:** Proposers are advised to read and familiarize themselves with the conflict-of-interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP 27-01 Multiple Award On-Call Construction Services IDIQ Vertical and Horizontal Construction Repair, Maintenance, and Emergency Response Services. Except as stated in this RFP, these Instructions, and the Notice to Proposers concerning Conflicts of Interests, successful Proposers under this RFP are not precluded from responding to such solicitations.

22. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates will be furnished upon request.

23. All permits, fees, inspections, licenses, registrations, and compliance costs necessary for performance of the Services shall be the sole responsibility of the successful Proposer. All labor, materials, parts, repairs, maintenance activities, transport, testing, and related services shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and manufacturer requirements governing the Services.

24. **TITLE VI SOLICITATION NOTICE -** The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC

§§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all Proposers or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit Proposals in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives federal funds or other federal financial assistance.

25. **Flexible Experience Requirements:** Firms may demonstrate equivalent relevant experience listed in the minimum requirements, provided the Proposer can show clear relevance to the scope of work.

26. **Encouragement of Partnerships:** Small firms are encouraged to form joint ventures, subcontracting arrangements, or consortia to meet the requirements of this RFP. Prime Contractors are encouraged to include small businesses in their teams.

27. **Electronic Signature Acknowledgement:** The City of South Fulton utilizes Adobe Sign, or another City-approved electronic signature platform, for the official execution of Contracts. By submitting a Proposal and, if awarded, executing a Contract with the City, the Proposer acknowledges and agrees to the following:

27.1 Legally Binding: An electronic signature executed through Adobe Sign shall possess the same legal force and effect as a handwritten signature, in accordance with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.), the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), and any other applicable law.

27.2 Authority to Sign: The individual executing the Contract electronically on behalf of the Proposer affirms their authority to bind the Proposer to the terms of the Contract.

27.3 Official Record: The fully executed Contract, as maintained in Adobe Sign by the City, shall serve as the official and binding version of the Contract for all purposes.

27.4 No Requirement for Paper Originals: Unless specifically requested by the City, no paper copies or handwritten signatures shall be necessary for the validity or enforceability of the Contract.

28. **Electronic Communications:** All communications pertaining to this solicitation and any resulting Contract, including but not limited to addenda, notices of award, Contract amendments, and other official correspondence, may be transmitted electronically by the City of South Fulton. The Proposer agrees to the following terms:

28.1 Official Delivery: Communications sent by the City via email or through Adobe Sign (or another City-approved electronic signature platform) shall be considered officially delivered on the date and time transmitted, unless the City encounters an error message indicating unsuccessful transmission.

28.2 Responsibility to Monitor: Proposers are responsible for actively monitoring the email address and/or electronic platform designated in their Proposal submission for communications from the City. Failure to receive or review electronic communications shall not exempt the Proposer from any obligations under this RFP or any resulting Contract.

29. Legal Effect: Electronic communications issued in accordance with this section shall carry the same legal force and effect as if provided in hard copy.

30. Record Retention: The City's electronic records of such communications shall constitute the official record for all procurement and Contract administration purposes.

RFP 27-01 MULTIPLE AWARD ON-CALL
CONSTRUCTION SERVICES IDIQ

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your Proposals.
2. It is the sole responsibility of each Proposer to ensure that their Proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal**.
4. Proposers are required to submit responses to solicitations electronically online at https://www.bidnetdirect.com/georgia/cityofsouthfulton. The City will not consider any Proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

REQUIRED DOCUMENTATION INCLUDED		INITIAL IF
1.	PROPOSAL SOLICITATION FORM	
2.	ENTIRE PROPOSAL	
3.	SUBMITTAL CHECKLIST (THIS FORM)	
4.	ADDENDA (IF APPLICABLE)	
5.	PROPOSAL COST (ATTACHMENT C)	
6.	REQUIRED FORM SUBMITTALS (Attachment A)	
F6.1	NON-CONFLICT OF INTEREST	
F6.2	NON-COLLUSION AFFIDAVIT	
F6.3	CERTIFICATE OF AUTHORITY-JOINT VENTURE	
F6.4	ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	
F6.5	ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT	
F6.6	SUBCONTRACTOR INFORMATION FORM	
F6.7	ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	
F6.8	DRUG FREE WORKPLACE CERTIFICATION	
F6.9	ISRAEL BOYCOTT CERTIFICATION	

Printed Name **Title** **Date**

Signature **Firm Name**

Email Address **Phone Number**

RFP 27-01 MULTIPLE AWARD ON-CALL CONSTRUCTION SERVICES IDIQ VERTICAL and HORIZONTAL CONSTRUCTION, REPAIR, MAINTENANCE, and EMERGENCY RESPONSE SERVICES

1. INTRODUCTION

The City is soliciting Proposals for multiple On-Call Construction Services Indefinite Delivery/Indefinite Quantity (IDIQ) Vertical and Horizontal Construction, Repair, Maintenance, and Emergency Response Services. The City intends to establish a pool of qualified contractors capable of performing construction, renovation, repair, maintenance, emergency response, and infrastructure improvement services on an as-needed basis.

1.1 INTENT TO AWARD

The City intends to establish a multiple award pool consisting of the responsive and responsible Proposers that meet all mandatory requirements, achieve the minimum technical qualification threshold, and are determined to provide the best value within one or more service categories. Awards may be made by service category. Qualification for one category does not qualify a Contractor for another category. The City may establish a reasonable maximum number of awards within each category when supported by competition, operational need, geographic coverage, emergency response capacity, and efficient Contract administration. An award under this RFP does not guarantee the issuance of any Task Order, minimum revenue, minimum quantity, equitable distribution of work, or recovery of Proposal or Contract administration costs. The City reserves the right to reject any or all Proposals, make fewer awards than anticipated, make no award within a category, or cancel the solicitation when authorized by law and determined to be in the City's best interest.

If awards are made, the City shall award Contracts to the responsive and responsible Proposers whose Proposals provide the best value under the stated evaluation criteria. The City reserves the right to request clarifications, conduct interviews, request Best and Final Offers (BAFOs), negotiate with the highest-ranked Proposer as permitted by law, or take any other action authorized by this solicitation and applicable procurement policies prior to making an award.

1.2 TERM OF CONTRACT

Each Master Agreement shall have an initial term of twelve (12) months beginning on the effective date, with four (4) optional one-year renewals exercisable solely by the City. No Task Order may be issued after expiration of the Master Agreement. Expiration shall not terminate an active Task Order. Renewal is not automatic. Renewal remains subject to satisfactory performance, continued need, price reasonableness, appropriation and availability of funds, and all required approvals. The City may issue Task Orders only during the effective Contract ordering period. Expiration or termination of the master Contract shall not terminate a Task Order properly issued before the effective expiration or termination date. Such Task Order shall remain

effective through completion, final acceptance, resolution of claims, completion of warranty obligations, and final payment.

IDIQ Financial Limitations

The guaranteed minimum value of each awarded Contract is zero dollars. The maximum aggregate value of all Contracts awarded under this RFP shall not exceed the amount authorized by the City Council. Each Contractor's maximum Contract value shall be stated in the executed Contract. Each Task Order shall state a not-to-exceed amount. A Contractor shall not perform or invoice Work exceeding the applicable Contract ceiling, Task Order amount, Purchase Order amount, or available appropriation. Any increase requires a written Change Order or Contract amendment executed by City officials possessing actual authority to bind the City. The Contractor performs unauthorized Work at its sole financial risk.

IDIQ Contract Value and Funding Limitations

The City makes no representation or guarantee concerning the number, frequency, value, category, or distribution of Task Orders. The guaranteed minimum under each awarded Contract shall be zero dollars unless a different amount is expressly stated in the executed Contract. The maximum aggregate amount payable under all Contracts awarded through this solicitation shall not exceed the amount authorized by the City Council and stated in the resulting Contracts. No Contractor may perform or invoice Work exceeding its individual Contract ceiling, an applicable Task Order amount, a Purchase Order amount, or available appropriated funding. A Task Order does not authorize payment beyond its stated not-to-exceed amount. Any increase requires a written amendment or Change Order executed by City officials possessing actual authority to bind the City. The Contractor assumes the risk of performing unauthorized Work and shall not be entitled to payment based on apparent authority, oral direction, course of dealing, emergency circumstances not documented under the emergency authorization procedure, unjust enrichment, or any other equitable theory inconsistent with applicable law.

Availability and Appropriation of Funds

All City payment obligations are subject to the appropriation and lawful availability of funds. The City may terminate or reduce a Contract or Task Order when funds are not appropriated, become unavailable, or may not lawfully be used for the applicable Work. Upon such termination, the Contractor shall be entitled only to payment for authorized and accepted Work performed before the effective termination date and reasonable, documented demobilization costs expressly approved by the City. The Contractor shall not be entitled to anticipated profits, lost opportunity, consequential damages, or payment for unperformed Work.

1.3 SUBCONSULTANTS, SUPPLIERS, AND SPECIALTY TRADE CONTRACTORS

1.3.1. Proposer shall ensure that each proposed subcontractor, supplier, and specialty repair vendor meets the responsibility standards stated in this RFP. Such verification shall include confirmation that

each such entity possesses the licenses, certifications, insurance, technical qualifications, and legal authority necessary to perform the assigned Work. Proposer shall not submit any statement, representation, or certification concerning any proposed subcontractor, supplier, or specialty repair subcontractor that is materially false, misleading, incomplete, or deceptive. Failure to provide sufficient information concerning the qualifications or responsibility of any such entity may result in a determination that the Proposer is not responsible.

1.3.2. All proposed subcontractors, suppliers, and specialty trade contractors performing material portions of the Services shall be identified in the Proposer's response. Proposer shall ensure that each such entity has adequate personnel, relevant experience, financial capacity, facilities, equipment, and business systems to perform the assigned scope. The City reserves the right to review and approve or disapprove any proposed subcontractor, supplier, or specialty trade contractor based on responsibility, capability, compliance, or risk considerations.

1.3.3. Proposer is responsible for verifying the existence, authenticity, validity, and expiration dates of all licenses, certifications, registrations, and other legal qualifications required of any proposed subcontractor, supplier, or specialty trade contractor engaged in Work under this RFP. The absence, suspension, revocation, or expiration of any required license or certification held by the Proposer or any approved subcontractor, supplier, or specialty trade contractor may constitute grounds for default, disqualification, removal from the Work, or termination for cause, as applicable.

1.3.4. No subcontractor, supplier, or specialty trade contractor may perform Services under this RFP unless approved in writing by the City. Proposer shall obtain prior written approval before adding, replacing, or expanding the role of any such entity after Proposal submission. No approved subcontractor, supplier, or specialty trade contractor may further subcontract any material portion of its Work without the prior written consent of the City. Failure to obtain required approval may result in suspension of Work, rejection of affected Work, removal of the unapproved entity, disallowance of associated costs, or other remedies available to the City.

2. SCOPE OF SERVICES

The City of South Fulton General Services Department is soliciting Proposals from qualified and experienced Contractors to provide on-call vertical and horizontal construction, repair, maintenance, renovation, and improvement services on an as-required basis. The City intends to establish multiple-award contracts with qualified firms capable of performing small construction projects, repairs, maintenance activities, emergency response work, and facility/site improvements throughout City-owned facilities, parks, grounds, and infrastructure assets. The purpose of this solicitation is to provide the City with a readily available pool of contractors capable of responding quickly to construction and maintenance needs while complying with the City's procurement requirements, applicable law, and Task Order authorization procedures. The City may award by category, trade, specialty, or overall capability.

3. MINIMUM REQUIREMENTS

Contractors shall possess all required licenses and certifications applicable to each category submitted. Maintain authority to conduct business in Georgia. Demonstrate a minimum of five (5) years of experience in each category for which the award is sought. Demonstrate completion of at least three (3) similar projects within the last five (5) years for each category submitted. Demonstrate adequate staffing, equipment, financial capacity, and safety performance. Demonstrate the ability to respond to routine and emergency assignments.

ADDITIONAL COMPLIANCE REQUIREMENTS

3.1 Iran Divestment Certification

Proposer certifies that they are not included on the Iran Divestment List created under O.C.G.A 50-5-85 and do not participate in investment activities in Iran's energy sector.

3.2 Certification Regarding Boycotts of Israel

Proposer certifies that they are not currently engaged in and agree for the duration of the Contract not to engage in a boycott of Israel as defined in O.C.G.A. § 50-5-85.1.

3.3 Debarment and Suspension Certification

The Proposer affirms that neither it nor any of its principals is currently debarred, suspended, proposed for debarment, or declared ineligible for Contracts by any federal or state agency. The City reserves the right to reject a Proposer with adverse financial, legal, or performance history even if not formally debarred.

3.4 Records Retention

Proposers must maintain all records, books, and documents pertinent to this Agreement for at least five (5) years after completing the services and must make them available for inspection upon reasonable request by the City or its auditors. Address below:
PROCUREMENT DEPARTMENT, 4715 Frederick Dr. SW, Atlanta, GA 30336.

3.5 Georgia Open Records Act

Proposals submitted in response to this RFP are subject to the Georgia Open Records Act. The City cannot guarantee the confidentiality of information marked "confidential" by a Proposer if such information is required to be disclosed under the Act.

3.6 Cost-Plus Prohibition

The City must not accept cost-plus-a-percentage-of-cost proposals or Contracts. Any such pricing submitted must be considered non-responsive.

3.7 Non-Discrimination

Proposer agrees not to discriminate against any person based on race, color, religion, national origin, sex, age, disability, veteran status, sexual orientation, or gender identity in performing this Agreement.

3.8 Electronic Signatures

This Agreement and all Task Orders may be signed electronically, and electronic signatures must be considered valid and enforceable as original signatures. Signing through platforms such as Adobe Sign or other City-approved electronic signature systems must have the same legal effect as a handwritten signature.

3.9 Confidentiality and Data Security

The Contractor shall protect nonpublic City information against unauthorized access, acquisition, use, alteration, disclosure, destruction, and loss. The Contractor shall limit access to personnel with a legitimate need to perform the Work and shall impose equivalent obligations on Subcontractors. The Contractor shall notify the City immediately, and no later than twenty-four hours after discovery, of any actual or reasonably suspected security incident affecting City information. The Contractor shall preserve evidence, cooperate with investigation and remediation, and not make a public statement concerning the incident without prior City authorization, except when disclosure is legally required. Upon request or Contract termination, the Contractor shall return or securely destroy City information unless retention is required by law.

3.10 Federally Funded Task Orders

When a Task Order is funded in whole or in part with federal assistance, the federal terms identified in that Task Order are incorporated into the Contract. Applicable requirements may include 2 C.F.R. Part 200, access to records, debarment and suspension, equal employment opportunity, Davis Bacon requirements when applicable, Copeland Anti- Kickback requirements, Contract Work Hours and Safety Standards, Clean Air Act, Federal Water Pollution Control Act, domestic preference requirements, lobbying restrictions, FEMA requirements, and funding agency conditions. The Contractor shall flow all applicable federal requirements to every Subcontractor and lower-tier entity. If a federal requirement conflicts with another Contract provision, the federal requirement controls to the extent required by law. Do not activate every federal clause for every Task Order. Attach a reviewed federal clause schedule when federal funding actually applies.

4. EVALUATION PROCESS

The following criteria will be used to evaluate Proposals:

The City desires to select the Proposal that is determined to be the most advantageous to the City, considering the technical and price evaluation criteria listed below.

4.1. Evaluation Administration and Authority. The Procurement Department shall administer this solicitation, receive and review submissions for administrative compliance, facilitate the evaluation process, maintain the official procurement record, and advise regarding responsiveness and responsibility. The Evaluation Committee shall evaluate and score Proposals in accordance with the criteria stated in this RFP. The authority to determine whether a Proposal is administratively compliant, responsive, and submitted by a responsible

Proposer shall rest with the City through its Procurement Department, in consultation with the Evaluation Committee and legal counsel as appropriate. No award recommendation shall be based on any unstated criterion.

4.2. The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firm(s) to the City Council for the award. The process for this procurement may proceed in the following manner: The Procurement Department shall distribute Proposal materials to authorized evaluators and relevant City staff in accordance with the City's evaluation procedures. The existence of litigation, standing alone, shall not constitute grounds for disqualification unless expressly authorized by law and materially related to Contract performance, integrity, or responsibility.

4.3. Evaluation Governance

Each evaluator shall execute a confidentiality and conflict disclosure before receiving Proposals. Evaluators shall independently review and score each Proposal before discussing it with other evaluators. Evaluators may revise preliminary ratings after committee discussion, but every revision must reflect the evaluator's independent judgment and include written justification. Procurement may correct mathematical errors, require complete rating narratives, and verify compliance with the stated evaluation methodology. Procurement shall not direct the substantive rating assigned by an evaluator. The City shall not use any evaluation criterion, preference, assumption, or scoring factor not disclosed in this RFP.

4.4. PRESENTATIONS OR INTERVIEWS (If Requested)

The City reserves the right to request Best and Final Offers (BAFOs) from one or more responsive and responsible Proposers determined to be within the competitive range. The competitive range will consist of Proposals that the Evaluation Committee determines have a reasonable chance of being selected for award. The City also reserves the right to request presentations or interviews from one or more Proposers for the purpose of clarifying Proposals or demonstrating service capabilities. The City may make an award based solely on written Proposals without conducting presentations or interviews. Interviews will not be separately scored unless an interview criterion and weight are issued in the RFP or by Addendum before the Proposal Submission Deadline. Interview responses may clarify, but may not materially revise, a Proposal except through an authorized BAFO process.

If the City elects to request BAFO:

4.4.1 Proposers will be provided written notice identifying any revisions requested, including but not limited to pricing, service levels, or clarifications.

4.4.2 BAFO submissions shall be submitted by the date and time specified in the City's request.

4.4.3 After receipt of BAFOs the City may seek written clarification but will not permit material revisions to Proposals.

4.4.4 BAFOs shall be evaluated based on the criteria set forth in this RFP.

4.5. Award, if made, shall be made to the responsive and responsible Proposer whose Proposal, as modified by its BAFO (if requested), is determined to be most advantageous to the City. The City reserves the right to make an award without requesting BAFOs.

4.6. The EC may provide a list of subject matter for discussion. The individuals/firms will have equal time to present but the question-and-answer time may vary. Proposers/Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of and arrangements for the desired demonstration. Any presentation or demonstration materials shall be submitted electronically in the format and by the deadline stated in the City's interview notice.

PROPOSAL EVALUATION – SELECTION CRITERIA

The City shall evaluate Proposals in accordance with the evaluation criteria and relative weights set forth in this Request for Proposals (RFP). Each Proposal will be evaluated and scored by the City's evaluation committee based solely on the criteria identified in this solicitation. Proposers shall submit complete Proposals that fully address the requirements of this RFP. Proposals containing material exclusions, conditions, or exceptions that are not expressly requested by the City may be deemed non-responsive. Award will be made to the responsive and responsible Proposer whose Proposal is determined to provide the best value to the City based on the stated evaluation criteria, relative weights, and any applicable negotiations conducted in accordance with this RFP and applicable law.

REQUEST FOR PROPOSAL	SCORING VALUE MAXIMUM POINTS
Qualifications and Relevant Experience Qualifications to be considered include but are not limited to: Experience performing work of a closely similar nature within the service category or categories for which the Proposer seeks award; record of completing comparable work on schedule; organizational stability; qualifications and experience of key personnel; qualifications of proposed subcontractors and specialty trade contractors; and client references. Proposers shall demonstrate these qualifications through the information and documentation required under Appendix A – Proposal Submission Requirements.	25
Municipal and Public Sector Experience Experience successfully performing comparable construction, repair, maintenance, and emergency response services for municipal, county, state, educational, or other public-sector entities, including demonstrated ability to meet public-sector requirements.	15
Staffing, Capacity, Safety, and Emergency Response Adequacy and qualifications of proposed personnel, equipment, and resources; demonstrated safety performance; capacity to manage concurrent assignments; and ability to respond to routine and emergency Task Orders.	25
Technical Approach and Task Order Management Quality and practicality of the Proposer's approach to planning, scheduling, coordinating, documenting, and completing Task Orders, including quality control, cost and schedule management, communication, and closeout.	15
Evaluated Price	20
MAXIMUM SCORING POINTS TOTAL	100

The City shall evaluate Proposals solely in accordance with the criteria and relative weights stated in this RFP. No unstated criteria shall be used. Any local preference or small business preference shall be applied only to the extent authorized by law and expressly stated in this solicitation.

Technical Rating Scale
Each evaluator shall independently assign a whole number rating from one through five to each technical evaluation criterion. Fractional ratings are prohibited.

Rating 5, Exceptional: The Proposal materially exceeds the requirements, presents substantial documented strengths, contains no material weaknesses, and presents minimal performance risk.

Rating 4, Very Good: The Proposal exceeds one or more material requirements, presents documented strengths that benefit the City, contains no significant weaknesses, and presents low performance risk.

Rating 3, Acceptable: The Proposal meets the material requirements, provides sufficient supporting information, demonstrates a credible approach, and presents an acceptable level of performance risk.

Rating 2, Marginal: The Proposal only partially meets the requirements, contains one or more material weaknesses, lacks sufficient supporting information, or presents elevated performance risk.

Rating 1, Unacceptable: The Proposal fails to meet one or more material requirements, contains a significant deficiency, lacks a credible approach, or presents unacceptable performance risk.

Rating 0, No Response: The Proposal contains no responsive information addressing the criterion. A zero rating requires written confirmation from Procurement.

A rating of three represents full compliance. A rating of four or five requires a documented strength that exceeds a requirement and provides an identifiable benefit to the City.

Weighted Technical Score

The City shall calculate weighted points as follows:
Weighted Points = (Rating ÷ 5) × Maximum Points

Weighted points shall be calculated to two decimal places. Every evaluator shall provide a written narrative identifying the Proposal information, strengths, weaknesses, deficiencies, and risks supporting each rating.

Minimum Technical Qualification Threshold
A Proposer must receive an average consolidated technical score of at least forty-eight (48) points out of the eighty (80) technical points available to advance to price evaluation. A Proposer must also receive an average rating of at least three (3) for Qualifications and Relevant Experience and an average rating of at least three (3) for Staffing, Capacity, Safety, and Emergency Response. A Proposer failing either requirement shall be technically unacceptable and ineligible for award. Procurement shall not open or evaluate separately submitted Cost Proposals until the technical evaluation and threshold determination are complete. Forty-eight (48) points correspond to an average rating of three (3), meaning the Proposal meets requirements. Using sixty (60) points would require an average rating of 3.75 and would effectively require firms to exceed the requirements.

Price Evaluation by Service Category
Price evaluation and award consideration shall be conducted separately for each service category. A Proposer shall be evaluated only against other responsive Proposers seeking award within the same service category. Procurement shall establish the Responsive Evaluated Price for each applicable category using the pricing components identified in the Cost Proposal. Pricing submitted for one service category shall not be combined with pricing submitted for another service category for purposes of calculating price points.

Price Score = (Lowest Responsive Evaluated Price within the applicable service category ÷ Proposer's Responsive Evaluated Price within the applicable service category) × 20

The lowest responsive Evaluated Price shall receive twenty (20) points. Other responsive Evaluated Prices shall receive proportionately fewer points. Procurement may reject or adjust a Cost Proposal for evaluation purposes when it contains a mathematical error, prohibited condition, unsupported zero-dollar price, materially unbalanced pricing, omitted required price, or cost transfer into an unevaluated category. Any adjustment shall be documented and applied consistently.

Unbalanced Pricing and Mathematical Errors

The City may review pricing for mathematical errors, material inconsistencies, omissions, or materially unbalanced pricing. The City may request clarification of apparent pricing discrepancies but shall not permit a Proposer to materially revise its Proposal after the submission deadline except as otherwise permitted by this RFP and applicable procurement requirements. The City reserves the right to reject pricing that is materially unbalanced or presents an unreasonable financial or performance risk to the City.



APPENDIX A
SCOPE OF
SERVICES

APPENDIX A SCOPE OF SERVICES

1. SCOPE OF WORK

GENERAL: Multiple Award On-Call Construction Services IDIQ
Vertical and Horizontal Construction Repair, Maintenance, and Emergency Response Services

The Contractors shall furnish all labor, supervision, equipment, tools, materials, transportation, permits and incidentals necessary to perform the requested services. Contractors may submit for one or more categories. The City may award by category, trade, specialty, or overall capability. Contractor shall hold all licenses, registrations, certifications, and permits required for each category of work awarded, including any required Georgia general contractor, utility, plumbing, electrical, mechanical, trade, or specialty licenses.

The City intends to establish a pool of qualified contractors capable of performing construction, renovation, repair, maintenance, emergency response, and infrastructure improvement services on an as-needed basis. No minimum amount of work is guaranteed. Work shall be assigned through individual Task Orders issued by the City. No work is authorized until a written Task Order and Notice to Proceed are issued. The City reserves the right to award contracts by category, specialty trade, or overall capability and may make multiple awards under each category.

Contract Time: Each Task Order shall establish the applicable Notice to Proceed date, Contract Time, required milestones, Substantial Completion date or duration, Final Completion requirements, and any applicable Liquidated Damages. Contract Time and Liquidated Damages, when applicable, shall be established based upon the scope and circumstances of the individual Task Order.

Within ten (10) calendar days after Notice to Proceed, or within another period established by the applicable Task Order, the Contractor shall submit a detailed baseline construction schedule identifying the major activities, sequencing, milestones, submittals, procurement activities, inspections, testing, Substantial Completion, Final Completion, and closeout activities applicable to the Task Order. The Contractor shall update the schedule as required by the Task Order and promptly notify the City of any actual or anticipated delay.

Liquidated Damages: This contract authorizes the City to establish Liquidated Damages for individual Task Orders when determined appropriate based upon the scope, schedule, operational impact, and circumstances of the Work. When applicable, the Task Order shall state the required Contract Time, applicable completion requirements, and the amount of Liquidated Damages. If the Contractor fails to achieve Substantial Completion or another specified milestone within the applicable Contract Time, as adjusted by approved Change Orders or authorized time extensions, the Contractor shall be subject to the Liquidated Damages established in the Task Order and applicable Contract Documents.

Proposal Submission Requirements

Proposers shall submit the information and documentation identified below. The applicable information will be used to evaluate Proposals in accordance with the Proposal Evaluation – Selection Criteria set forth in this RFP.

Proposals shall include, at minimum, the following items:

1. Cover letter signed by authorized representative.
2. Company profile and primary office location.
3. Identification of the service category or categories for which the Proposer seeks award.
4. Narrative describing qualifications, experience, approach, staffing, emergency response capability, and capacity.
5. Copies of required licenses, registrations, certifications, and evidence of authority to conduct business in Georgia, as applicable.
6. Key personnel resumes and organizational chart.
7. Equipment list and availability statement.
8. At least three (3) similar project examples completed within the last five (5) years for each service category for which the Proposer seeks award, including municipal, county, state, educational, or comparable commercial work.
9. Safety record information, including EMR if available, OSHA citation history if applicable, and safety program overview.
10. References.
11. Subcontractor list, if subcontractors are anticipated.
12. Completed Exhibit A – Price Proposal Form.
13. Evidence of ability and any required subcontractor affidavits.
14. Exceptions, deviations, or requested clarifications to the RFP or contract terms.

2. PURPOSE

The City of South Fulton General Services Department is soliciting proposals from qualified and experienced Contractors to provide on-call vertical and horizontal construction, repair, maintenance, renovation, and improvement services on an as-needed basis. The City intends to establish multiple-award contracts with qualified firms capable of performing small construction projects, repairs, maintenance activities, emergency response work, and facility/site improvements throughout City-owned facilities, parks, grounds, and infrastructure assets. The purpose of this solicitation is to provide the City with a readily available pool of contractors capable of responding quickly to construction and maintenance needs while complying with the City's procurement requirements, applicable law, and Task Order authorization procedures.

Contractor shall hold all licenses, registrations, certifications, and permits required for each category of work awarded, including any required Georgia general contractor, utility, plumbing, electrical, mechanical, trade, or specialty licenses.

3. CONTRACTOR STAFFING REQUIREMENTS

The Contractor shall propose the following key personnel:

Project Manager and/or Superintendent;
Foreman;
Qualified tradesmen;
OSHA competent person; and
Emergency contact available 24/7.

Minimum Personnel Qualifications: Proposed key personnel shall possess the experience, licenses, certifications, and training required for the applicable service category and assigned Work. Proposers shall provide resumes and applicable licenses or certifications demonstrating the qualifications of proposed key personnel. Personnel performing regulated or specialized Work shall maintain all licenses and certifications required by applicable law, the applicable service category, and the individual Task Order.

4. KEY PERSONNEL

Key personnel identified in the Proposal shall remain assigned to the Contract unless the City approves a replacement in writing. A proposed replacement must possess qualifications and experience equal to or greater than those of the individual being replaced. The City may require removal of personnel for misconduct, safety violations, inadequate performance, lack of required qualifications, conflict of interest, or conduct detrimental to City operations.

5. CONTRACTOR PERFORMANCE EVALUATIONS

The City may evaluate Contractor performance at the Task Order level and Contract level. Evaluations may address quality, schedule, safety, responsiveness, cost control, documentation, subcontractor management, compliance, communication, and corrective action. The City may consider documented performance evaluations when assigning future Task Orders, exercising renewal options, determining responsibility, or pursuing Contract remedies.

6. CONTRACTOR WILL FURNISH

1. Labor, supervision, equipment, vehicles, tools, materials, permits, and incidentals.
2. Maintain work areas in a safe condition.
3. Coordinate utility locates.
4. Protect City property.
5. Restore disturbed areas.
6. Dispose of debris.
7. Comply with OSHA, Georgia DOL, and all applicable codes.
8. Coordinate inspections.
9. Maintain daily reports when requested.
10. Maintain quality control.

7. SAFETY REQUIREMENTS

1. Occupational Safety and Health Administration (OSHA) compliance.
2. Site-specific safety plans.
3. Traffic control.
4. Utility locates.
5. Personal Protective Equipment (PPE),
6. Incident reporting.

8. REPORTING REQUIREMENTS (Contractor shall submit):

1. Daily reports.
2. Weekly progress reports.
3. Schedule updates.
4. Material delivery logs.
5. Inspection reports.
6. Photos before and after work.
7. Safety reports.
8. Punch lists.
9. Closeout documents.

9. ENVIRONMENTAL REQUIREMENTS

1. Erosion control.
2. Dust suppression.
3. Waste disposal.
4. Stormwater protection.
5. Spill prevention.

No claims for omitted standard base preparation Work shall be accepted.

10. WARRANTY REQUIREMENTS

Minimum One-Year Warranty unless manufacturer provides longer coverage.

11. CATEGORY 1 – CONCRETE SERVICES

Services may include:

1. Sidewalk construction and repair.
2. Americans with Disabilities Act (ADA) compliant ramps.
3. Curbs and gutters.
4. Concrete slabs and pads.
5. Dumpster pads.
6. Equipment foundations.
7. Pavement repairs.
8. Drive approaches.
9. Retaining wall foundations.
10. Miscellaneous concrete construction.

12. CATEGORY 2 – LANDSCAPING AND GROUNDS IMPROVEMENTS

(Services may include):

1. Landscape installation.
2. Site beautification.
3. Sod installation.
4. Irrigation repairs.
5. Tree planting.
6. Tree removal.
7. Erosion control.
8. Grading.
9. Mulching.
10. Site restoration.
11. Athletic field improvements.

13. CATEGORY 3 – PLUMBING SERVICES (Services may include):

1. Water line repairs.
2. Sewer line repairs.
3. Fixture replacement.
4. Water heater installation.
5. Drain cleaning.
6. Leak detection.
7. Backflow preventer services.
8. Lift station repairs.
9. Underground utility repairs.
10. Emergency plumbing response.

14. CATEGORY 4 – VERTICAL CONSTRUCTION SERVICES (Services may include):

1. Interior renovations.
2. Drywall installation and repair.
3. Ceiling replacement.
4. Door and hardware installation.
5. Flooring replacement.
6. Window replacement.
7. Restroom renovations.
8. Storage facility improvements.
9. Facility upgrades.
10. Building repairs.
11. Carpentry services.

15. CATEGORY 5 – HORIZONTAL CONSTRUCTION SERVICES (Services may include):

1. Site grading.
2. Asphalt repairs.

3. Drainage improvements.
4. Utility installations.
5. Sidewalk construction.
6. Trail improvements.
7. Park improvements.
8. Fencing installations.
9. Site demolition.
10. Miscellaneous site development.

16. CATEGORY 6 – EMERGENCY RESPONSE SERVICES (Services may include):

1. Storm damage repairs.
2. Water intrusion repairs.
3. Emergency facility stabilization.
4. Site restoration.
5. Emergency infrastructure repairs.
6. Temporary safety measures.

TASK ORDER REQUIREMENTS

Vendors shall complete pricing schedules and sample task order pricing only for the service categories for which they seek award.

Task Order pricing shall generally follow:

1. Approved Unit Prices.
2. Approved Labor Rates.
3. Approved Equipment Rates.
4. Actual Material Costs Plus Approved Markup.
5. Actual Subcontractor Costs Plus Approved Markup.
6. Negotiated Lump-Sum Pricing when approved by the City.

No Work shall begin until the City has issued a written Task Order, Purchase Order, and Notice to Proceed, as applicable, except for emergency Work specifically authorized in writing by a City representative possessing actual authority to authorize such Work in accordance with the emergency authorization procedures of this Contract. Work performed without the required authorization shall be at the Contractor's sole financial risk and shall not obligate the City to payment.

DESIGN AND PROFESSIONAL SERVICES

Nothing in this RFP or resulting Master Agreement authorizes a Contractor to perform professional architectural, engineering, surveying, or other regulated professional design services unless such services are expressly authorized in the applicable Task Order and procured in accordance with applicable law. Any authorized professional design services shall be performed by appropriately licensed professionals and shall be subject to any additional insurance, ownership, reliance, sealing, and professional responsibility requirements established by the City.

TIME AND MATERIAL AND REIMBURSABLE COST CONTROLS

When a Task Order authorizes Work on a time-and-material, labor-hour, equipment-rate, reimbursable-cost, or similar basis, the following requirements shall apply:

1. **Prior Written Authorization.**
   All time-and-material Work, labor-hour Work, equipment usage, reimbursable materials, subcontractor costs, and emergency premium charges must be authorized in writing by the City through an approved Task Order, Change Order, or other written authorization issued by a City representative possessing authority to authorize such Work. Except for emergency Work expressly authorized in accordance with this Contract, Work performed without the required written authorization shall be at the Contractor's sole risk and shall not obligate the City to payment.

2. **Daily Time-and-Material Tickets.**
   The Contractor shall prepare and submit daily time-and-material tickets for each day that Work is performed on a time-and-material or reimbursable-cost basis. Each ticket shall identify, at minimum: the applicable Task Order; date and location of Work; description of Work performed; names or other approved identification of personnel; labor classifications; regular and premium hours worked; equipment used and hours of operation; materials incorporated into the Work; subcontractor activity; and any other information reasonably required by the City to substantiate the charges.

3. **City Acknowledgment of Daily Tickets.**
   Daily time-and-material tickets shall be submitted to the City's designated representative for review and acknowledgment. Acknowledgment of a daily ticket confirms only that the identified labor, equipment, materials, or activities were reported for the stated period and shall not constitute final acceptance of the Work, approval of the amount invoiced, waiver of Contract requirements, or authorization to exceed the applicable Task Order or Purchase Order amount.

4. **Equipment Charges and Idle Time.**
   Equipment shall be billed only for the period during which the equipment is reasonably necessary and actively used in performance of authorized Work. Idle, standby, or nonproductive equipment time shall not be compensable unless expressly authorized in writing by the City. Equipment rates shall not duplicate labor, fuel, transportation, mobilization, maintenance, or other costs already included elsewhere in the Contractor's approved pricing.

5. **Materials and Supporting Documentation.**
   Reimbursement for materials shall be based upon actual, reasonable, and documented costs incurred for materials incorporated into or necessarily consumed in performing the authorized Work. The Contractor shall provide invoices, receipts, delivery tickets, or other documentation acceptable to the City. The City shall not reimburse unsupported costs or costs for materials not reasonably attributable to the applicable Task Order.

6. **Markup Limitations and No Markup-on-Markup.**
   Approved markups shall apply only to eligible, actual, documented third-party costs and shall not exceed the percentages established in the Contractor's approved Cost Proposal or applicable Task

Order. Markups shall not be compounded. No markup shall be applied to another markup or to costs already containing overhead, profit, or another compensable markup. The Contractor shall not separately recover costs already included in its approved labor rates, equipment rates, unit prices, or other established pricing.

7. **Subcontractor and Lower-Tier Costs.**
   Subcontractor Work and associated costs must be authorized under the applicable Task Order and are subject to the City's subcontractor approval requirements. The Contractor shall provide documentation supporting subcontractor charges upon request. Markups on subcontractor costs shall be limited to the approved markup stated in the Contract or Task Order. Lower-tier subcontracting shall not create additional layers of markup unless expressly approved in writing by the City before the Work is performed.

8. **Credits, Discounts, Rebates, and Refunds.**
   The Contractor shall credit the City for all applicable discounts, rebates, refunds, returns, allowances, credits, salvage proceeds, or other cost reductions received or reasonably available in connection with materials, equipment, subcontractors, or other reimbursable costs charged to the City. Such reductions shall be reflected in the amount invoiced or promptly credited to the City.

9. **Prohibition Against Duplicate Charges.**
   No cost may be charged to the City more than once. Costs included in approved labor rates, equipment rates, unit prices, lump-sum prices, markups, mobilization charges, emergency premiums, or other pricing components shall not be separately invoiced under another cost category. The Contractor shall be responsible for demonstrating that invoiced costs do not duplicate amounts recovered through another pricing component.

10. **Emergency Premiums**

    Emergency premiums may be charged only when emergency Work and the applicable premium are expressly authorized in writing by the City. Emergency premiums shall not exceed the percentage established in the Contractor's approved Cost Proposal and shall apply only to eligible labor and Work performed during the emergency response period expressly authorized by the City. Emergency premiums shall not be applied to materials, equipment, subcontractor costs, permit fees, taxes, or other reimbursable costs unless expressly authorized in the applicable Task Order.

11. **Audit and Verification.**
    The Contractor shall maintain records sufficient to substantiate all time-and-material and reimbursable costs, including payroll and time records, equipment logs, invoices, receipts, delivery tickets, subcontractor invoices, and other supporting cost documentation. Records shall be maintained and made available for inspection and audit in accordance with the Records and Audit requirements of this Contract. The City may disallow any charge that is unsupported, unauthorized, duplicative, inconsistent with approved pricing, or otherwise not allowable under the Contract.

ROUTINE VS EMERGENCY SERVICE REQUIREMENTS

Routine Service

1. Work requested through Task Orders.

2. Scheduled by General Services.
3. Normal working hours.

Emergency Service

1. 24/7 availability.
2. Phone response.
3. Mobilization.
4. Temporary stabilization.
5. Permanent repair.
6. Disaster response.

ASSIGNMENT OF WORK
Task Order Assignment:

The City may assign Task Orders through rotation, competitive quotation, best value selection, documented direct assignment, or emergency assignment. Procurement or its authorized designee shall document the assignment method, Contractors considered, material selection factors, applicable approvals, and basis for selection in the official Contract file. The City is not required to distribute Work equally. No Contractor acquires an entitlement to a Task Order, position in a rotation, minimum workload, or future assignment.

Rotation Assignment:
The City may rotate routine assignments among qualified Contractors in the applicable category. The City may bypass a Contractor because of workload, availability, required licensing, schedule, geographic location, response history, safety performance, unresolved performance problems, conflict of interest, failure to submit a timely quotation, or inability to perform the requested Work. The City shall document each bypass. A bypass does not require the City to provide the bypassed Contractor a replacement assignment.

Competitive Quotation:
The City may request quotations from two or more qualified Contractors in the awarded within the service category applicable to the Work identified in the Task Order, when practicable. Each invited Contractor shall receive the same scope, pricing instructions, response deadline, and evaluation factors. The City may select the quotation providing the best value based on price, schedule, technical approach, availability, past performance, risk, and other factors stated in the quotation request.

Direct Assignment:
The City may make a direct assignment when continuity, site familiarity, compatibility, warranty responsibility, specialized capability, schedule, limited contractor availability, or another documented operational requirement makes further competition impracticable or contrary to the City's interest. The Contract file shall contain a written justification and the approval required for the applicable Task Order value. Direct assignment shall not be used to avoid competition, approval requirements, Contract ceilings, or applicable public works requirements.

Emergency Assignment and Authorization:
The City may assign emergency stabilization Work when delay would threaten health, safety, property, essential operations, or public infrastructure. Only the City Manager, Purchasing Director, General

Services Director, or an authorized written designee acting within delegated authority may authorize emergency Work. Emergency authorization is limited to investigation, mobilization, hazard control, temporary stabilization, protection of life and property, and prevention of additional damage. Permanent repair requires a written Task Order or amendment. The Contractor shall submit labor records, equipment records, material receipts, subcontractor invoices, photographs, and an incident report within two business days following the emergency response, unless the City establishes another deadline in writing.

APPENDIX B

VERTICAL AND HORIZONTAL CONSTRUCTION, REPAIR, MAINTENANCE, AND EMERGENCY RESPONSE SERVICES

INSTRUCTIONS
The Proposer shall complete all applicable pricing schedules. Prices remain firm for the initial contract term. Pricing submitted shall include all overhead, supervision, profit, transportation, mobilization, insurance, equipment, small tools, Personal Protective Equipment (PPE), and incidentals necessary to perform the work unless specifically excluded and approved by the City. Markups shall apply only to actual, documented, third-party costs and shall not be compounded. Failure to complete the pricing schedules may result in the proposal being deemed non-responsive.

COMPANY INFORMATION

Company Name	_____
Address	_____
City/State/Zip	_____
Contact Person	
Phone Number	_____
Email Address	_____
Authorized Representative	_____
Signature	
Date	_____

SECTION 1 - SERVICE CATEGORIES PROPOSED
Check all categories for which the Proposer is submitting qualifications and pricing:

- ☐ Category 1 - Concrete Services
- ☐ Category 2 - Landscaping and Grounds Improvements
- ☐ Category 3 - Plumbing Services
- ☐ Category 4 - Vertical Construction Services
- ☐ Category 5 - Horizontal Construction Services
- ☐ Category 6 – Emergency Response Services

SECTION 2 - LABOR RATES
Provide fully burdened hourly rates. Rates shall include supervision, overhead, profit, insurance, payroll taxes, transportation, small tools, PPE, and incidentals unless specifically excluded and approved by the City.

Classification	**Hourly Rate**
Project Manager	$_____

Superintendent	$_____
Foreman	$_____
Skilled Carpenter	$_____
Skilled Concrete Finisher	$_____
Skilled Landscaper	$_____
Licensed Plumber	$_____
Equipment Operator	$_____
General Laborer	$_____
Administrative Support	$_____

SECTION 3 - EQUIPMENT RATES
Provide hourly rates and state whether the rate includes operator, fuel, delivery, maintenance, attachments, and mobilization.

Equipment	**Hourly Rate**	**Included / Excluded Notes**
Mini Excavator	$_____	_____
Excavator	$_____	_____
Backhoe	$_____	_____
Skid Steer	$_____	_____
Track Loader	$_____	_____
Dump Truck	$_____	_____
Roller/Compactor	$_____	_____
Concrete Saw	$_____	_____
Trenching Machine	$_____	_____
Water Truck	$_____	_____

SECTION 4 - CONTRACT MARKUPS
Provide percentage markups to be applied to actual documented costs. Markups shall not be compounded. The City may negotiate or cap markups prior to award or Task Order approval.

Cost Category	**Proposed Percentage / Not-to-Exceed**
Materials Markup	_____%

Subcontractor Markup	_____%
Rental Equipment Markup	_____%
Permit Procurement Fee	_____%
Emergency Response Premium	_____%

SECTION 5 - EMERGENCY RESPONSE RATES

Emergency rates shall apply only when specifically authorized by the City in writing.

Service	Hourly Rate
Emergency Superintendent	$_____
Emergency Skilled Labor	$_____
Emergency Equipment Operator	$_____
Emergency General Labor	$_____

CATEGORY SPECIFIC EVALUATED PRICE

The City will evaluate pricing separately for each service category. A Proposer shall be evaluated only for the categories for which it submits qualifications and a complete Cost Proposal. The City shall establish an Evaluated Price for each category by applying the stated evaluation quantities to the Proposer's submitted unit prices, labor rates, equipment rates, markups, emergency rates, and sample Task Order pricing applicable to that category. The evaluation quantities are estimates used solely to create a common basis for comparison. They do not represent guaranteed quantities, minimum purchases, anticipated Task Order values, or a commitment by the City. A Proposer's failure to provide a required price applicable to a category may render the Proposal nonresponsive for that category without affecting otherwise complete submissions for other categories, when the omitted price is not material to another category.

Create separate evaluation schedules for:

1. Concrete services
2. Landscaping and grounds improvements
3. Plumbing services
4. Vertical construction
5. Horizontal construction
6. Emergency response

SECTION 6 - UNIT PRICING

Unit prices shall include all labor, materials, equipment, disposal, restoration, overhead, profit, insurance, supervision, traffic control, small tools, and incidentals unless specifically excluded and approved by the City. Proposer shall identify any assumptions or exclusions.

Horizontal Construction Services

Item	Unit	Quantity	Unit Price
Sidewalk Removal	SF	1,000	$_____
New Sidewalk Installation	SF	2,000	$_____
Concrete Slab Installation	SF	1,000	$_____
Curb and Gutter	LF	300	$_____

ADA Ramp Installation	Each	4	$_____

Landscaping Services

Item	Unit	Quantity	Unit Price
Sod Installation	SF	5,000	$_____
Mulch Installation	CY	100	$_____
Tree Installation	Each	20	$_____
Tree Removal	Each	10	$_____
Irrigation Repair	Hour	80	$_____

Plumbing Services

Item	Unit	Quantity	Unit Price
Licensed Plumber	Hour	120	$_____
Drain Cleaning	Hour	80	$_____
Water Line Repair	LF	150	$_____
Sewer Line Repair	LF	100	$_____
Fixture Replacement	Each	12	$_____

Vertical Construction Services

Item	Unit	Quantity	Unit Price
Drywall Installation	SF	2,000	$_____
Interior Painting	SF	5,000	$_____
Flooring Installation	SF	2,000	$_____
Door Installation	Each	10	$_____
Fence Installation	LF	300	$_____

SECTION 7 - ANNUAL CONTRACT CAPACITY CERTIFICATION

The Proposer certifies that it has sufficient staffing, equipment, financial resources, and operational capacity to perform work assignments up to the annual contract capacity of:

☐ Up to $250,000 Per Year

Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

SECTION 8 - PRICING AND TERMS CERTIFICATION

By signing below, the Proposer certifies that the pricing submitted is complete, accurate, valid for the initial contract term, and submitted in accordance with the RFP requirements. The Proposer further certifies that it accepts the RFP terms unless exceptions are clearly identified in its proposal.

Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

Renewal Price Adjustments

Prices shall remain firm during the initial Contract term. A Contractor may request a price adjustment for a renewal period by submitting a written request at least sixty calendar days before the current term expires. The request must identify the affected prices, current prices, requested prices, percentage change, supporting cost documentation, and applicable published index. No adjustment is effective unless approved through a written Contract amendment. The City may negotiate, reject, limit, or apply a corresponding downward adjustment when market conditions or the applicable index demonstrate a reduction.

END OF APPENDIX B

EXHIBIT B1
CONCRETE SERVICES

Statement of Work
The Contractor shall provide complete on-call concrete construction, replacement, repair, and accessibility improvements at City facilities, parks, sidewalks, parking areas, and other public property.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. The Contractor shall perform only work authorized by a written Task Order and Notice to Proceed, except emergency stabilization expressly authorized by the City's designated representative. No minimum quantity of work is guaranteed.

1. Scope of Services
Services may include, but are not limited to, the following when identified in a Task Order:

- Removal, saw-cutting, excavation, base preparation, forming, reinforcement, placement, finishing, curing, jointing, sealing, testing, cleanup, and restoration.
- Sidewalks, accessible routes, curb ramps, detectable warnings, curbs, gutters, valley gutters, flumes, steps, slabs, pads, aprons, drive approaches, equipment foundations, dumpster pads, and minor pavement patches associated with concrete work.
- Localized repair of spalling, cracking, settlement, trip hazards, failed joints, and deteriorated concrete; doweling or bonding to existing work when shown or approved.
- Temporary pedestrian/traffic control and emergency barricading or stabilization of failed concrete where a condition threatens safe access.

2. Exclusions and Scope Boundaries

Unless specifically designed, permitted, and authorized in the Task Order, this Exhibit excludes:

- Structural engineering, geotechnical design, surveying, or testing-agency services unless expressly authorized.
- Bridge work, major roadway reconstruction, post-tensioned concrete, dams, or structural building foundations beyond the Task Order and Contractor's licensed capability.
- Hazardous material abatement, contaminated-soil handling, or utility relocation not identified in the Task Order.
- Asphalt work beyond incidental transitions or patches specifically authorized with the concrete work.

3. Contractor Tasks and Responsibilities

- Verify site conditions, dimensions, access, utility conflicts, and quantities before pricing and mobilization; promptly identify discrepancies or concealed conditions.
- Provide all labor, supervision, competent persons, materials, equipment, tools, transportation, temporary facilities, protection, permits, inspections, testing, cleanup, and incidentals necessary for a complete installation.
- Submit a Task Order work plan identifying approach, schedule, staffing, subcontractors, material lead times, safety controls, traffic/pedestrian controls, quality-control checkpoints, and required outages.
- Coordinate Georgia 811 utility locates and private utility locating when applicable. Do not excavate until required markings and clearances are complete.
- Protect occupants, the public, landscaping, structures, utilities, pavements, and City operations. Maintain safe access and restore every disturbed area to equal or better condition.
- Use new materials unless the Task Order expressly permits reuse. Install products in accordance with approved submittals, manufacturer instructions, and applicable codes.
- Maintain a clean, secure work area; lawfully remove debris; and immediately report safety incidents, property damage, utility strikes, spills, or service interruptions.
- Correct nonconforming work at no additional cost and coordinate all required inspections before covering or concealing work.

4. Deliverables and Performance Standards

Phase	Required Deliverable / Standard
Before work	Site verification; itemized proposal; schedule; staffing and subcontractor list; required product data, shop drawings, permits, traffic-control plan, safety plan, and outage plan.
During work	Daily report when work is active; dated photographs; updated schedule; inspection/test records; delivery tickets; quantity records; and written notice of changed conditions.
Performance	Work shall be code-compliant, plumb/level/aligned where applicable, free of defects, fit for intended use, completed within the Task Order schedule, and performed without unauthorized disruption.

Phase	Required Deliverable / Standard
Completion	Contractor quality-control inspection; successful regulatory inspections/tests; correction of deficiencies; final cleaning; restoration; and request for City inspection.
Closeout	As-builts or record markups, warranties, operation/maintenance data, test reports, permits, releases, final photographs, waste documentation when requested, and final invoice support.

5. **Required Licenses, Certifications, and Qualifications**
   - Georgia contractor license appropriate to the project scope and value when required by O.C.G.A. Title 43 and State Licensing Board rules.
   - ACI Concrete Flatwork Finisher/Technician or equivalent qualified finishing personnel for placement work; current GDOT qualifications when a Task Order affects GDOT right-of-way or uses GDOT specifications.
   - At least one OSHA-designated competent person for excavation, silica exposure, and traffic-control activities as applicable.
   - Minimum five years of relevant experience and at least three comparable projects completed within the previous five years, unless the City approves equivalent experience.
   - Supervisory personnel shall be able to communicate with the City and remain available while work is active. Operators shall hold licenses/certifications required for their equipment or task.
   - The Contractor remains responsible for the licensing, insurance, safety, E-Verify compliance, and performance of all approved subcontractors.

6. **Codes and Regulatory Requirements**
   Comply with the editions in effect on the permit application date or as otherwise required by the authority having jurisdiction, including:
   - 2024 International Building Code with current Georgia amendments where building-related; 2010 ADA Standards and Georgia accessibility requirements for accessible routes and curb ramps.
   - ACI 301 and ACI 318 where applicable; ASTM standards for concrete materials, reinforcement, curing, joint materials, and testing; GDOT Standard Specifications/Details when referenced by the Task Order.
   - MUTCD and approved traffic-control plans for work affecting vehicular or pedestrian movement.
   - Georgia State Minimum Standard Codes and Georgia amendments; applicable City ordinances, permits, right-of-way requirements, and authority-having-jurisdiction directives.
   - OSHA requirements, Georgia utility-protection requirements, environmental laws, manufacturer instructions, and applicable ADA accessibility requirements.
   - Where requirements conflict, notify the City before proceeding. Apply the more stringent requirement unless the City or authority having jurisdiction directs otherwise in writing.

7. **Service Levels and Emergency Response**
   Emergency response is an embedded capability of this service category and is not a separate trade award. A Contractor shall accept emergency assignments only when it has qualified personnel,

equipment, licensing, and capacity for the specific incident. The City may contact another awarded Contractor if the first contacted firm declines or cannot meet the required time.

Priority	Acknowledgment	Required Response
Critical Emergency	Within 15 minutes	Qualified personnel mobilized and on site within 2 hours; immediately protect life/property, isolate hazards, and begin temporary stabilization.
Urgent	Within 30 minutes	Qualified personnel on site within 8 hours, or sooner if stated in the Task Order; contain the condition and provide a repair plan.
Routine	Within 1 business day	Site visit within 3 business days unless otherwise directed; proposal and schedule within 2 business days after the site visit.

Within two hours after emergency stabilization, provide a written field status report describing conditions, actions, photographs, personnel/equipment used, remaining hazards, and recommended permanent repairs. Emergency premiums apply only when authorized in writing. Permanent repairs require a Task Order or written amendment unless expressly included in the emergency authorization.

8. Inspection and Acceptance Criteria

- Subgrade and base shall be firm, properly compacted, and verified before placement; reinforcement, forms, embeds, slopes, and joint layout shall be inspected before concrete is placed.
- Concrete mix, thickness, reinforcement, finish, air content, strength, curing, and testing shall match the Task Order, approved submittals, and applicable standards. Delivery tickets shall be retained.
- Accessible work shall meet required clear widths, cross slopes, running slopes, landings, transitions, and detectable-warning placement; surfaces shall drain without unintended ponding.
- Finished work shall have uniform appearance and texture and be free of unacceptable honeycombing, scaling, exposed reinforcement, abrupt offsets, uncontrolled cracking attributable to workmanship, and damage to adjacent property.
- The Contractor shall perform and document its own quality-control inspection before requesting City inspection.
- The City may inspect work at any time and may require uncovering, testing, removal, or correction of nonconforming work at the Contractor's expense when the nonconformance is attributable to the Contractor.
- Work is accepted only after required tests and inspections pass, punch-list items are closed, the site is restored, closeout documents are received, and the City issues written acceptance. Payment or use does not constitute acceptance of latent defects.

9. Reporting and Documentation Requirements

- Daily reports: date, weather, workforce by classification, subcontractors, equipment, work completed, measured quantities, deliveries, inspections, delays, safety issues, visitors, and photographs.

- Schedule updates: weekly for work lasting more than five business days and immediately when a milestone or completion date is at risk.
- Change documentation: written notice before changing or extra work, with labor, material, equipment, schedule, and cost effect. Unauthorized work is non-compensable.
- Invoice backup: Task Order number, approved schedule of values or unit quantities, daily records, time/equipment tickets, receipts, subcontractor invoices, approved markups, photos, inspection status, and applicable lien/payment releases.
- Records shall be legible, traceable to the Task Order, and retained for the period stated in the Contract or applicable law.

10. Warranty Requirements

Provide a minimum one-year warranty on labor and workmanship beginning at written final acceptance, plus all longer manufacturer warranties. Correct covered defects promptly and at no additional cost, including associated removal, access, testing, restoration, and damage caused by the defect. For an urgent warranty condition, acknowledge within 30 minutes and stabilize within the applicable emergency response time. The warranty includes settlement, scaling, spalling, joint failure, and cracking attributable to deficient materials, base preparation, placement, curing, or workmanship.

11. Project Closeout Requirements

- Notify the City in writing when work is ready for final inspection and submit the Contractor's completed quality-control checklist.
- Complete all punch-list work within five business days, unless the City approves another period based on material lead time or scope.
- Submit final permits/inspection approvals, test results, as-built or record drawings, product data, warranties, maintenance instructions, keys/accessories, training records when required, final photographs, and final quantity reconciliation.
- Provide final cleanup and lawful disposal; remove temporary controls, surplus materials, and equipment; and restore access and affected property.
- Submit final invoice and required releases only after closeout is complete. The City will issue written final acceptance when all requirements are satisfied.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B1

EXHIBIT B2
LANDSCAPING AND GROUNDS IMPROVEMENTS

Statement of Work
The Contractor shall provide on-call landscape installation, grounds improvement, site restoration, tree work, irrigation repair, erosion control, and related improvements on City-owned or controlled property.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. The Contractor shall perform only work authorized by a written Task Order and Notice to Proceed, except emergency stabilization expressly authorized by the City's designated representative. No minimum quantity of work is guaranteed.

1. Scope of Services
Services may include, but are not limited to, the following when identified in a Task Order:

- Site preparation, fine grading, soil amendment, sod, seed, mulch, planting beds, shrubs, trees, edging, staking, and establishment maintenance.
- Irrigation troubleshooting and repair; heads, valves, controllers, lateral piping, drip components, and authorized minor modifications.
- Tree pruning, removal, stump grinding, hazard-tree response, debris removal, and replacement planting when authorized.
- Erosion and sediment controls, drainage swales, minor grading, slope stabilization, riprap, vegetated restoration, and repair of disturbed turf/landscape areas.
- Athletic-field and park grounds improvements are specifically described in a Task Order, excluding routine mowing unless expressly included.
- Emergency removal or stabilization of fallen/hazardous trees, blocked access, storm debris, washouts, or failed erosion controls.

2. Exclusions and Scope Boundaries
Unless specifically designed, permitted, and authorized in the Task Order, this Exhibit excludes:

- Routine citywide mowing, janitorial litter collection, pesticide application, forestry operations, or ongoing grounds maintenance unless expressly authorized.
- Major stormwater infrastructure, engineered retaining walls, dam work, or land-disturbing activity requiring professional design unless separately provided.
- Work on private property, protected/specimen trees, wetlands, streams, buffers, or easements without required written approvals and permits.
- Hazardous material removal, utility tree clearance controlled by a utility owner, or contaminated-soil handling.

3. Contractor Tasks and Responsibilities

- Verify site conditions, dimensions, access, utility conflicts, and quantities before pricing and mobilization; promptly identify discrepancies or concealed conditions.
- Provide all labor, supervision, competent persons, materials, equipment, tools, transportation, temporary facilities, protection, permits, inspections, testing, cleanup, and incidentals necessary for a complete installation.

- Submit a Task Order work plan identifying approach, schedule, staffing, subcontractors, material lead times, safety controls, traffic/pedestrian controls, quality-control checkpoints, and required outages.
- Coordinate Georgia 811 utility locates and private utility locating when applicable. Do not excavate until required markings and clearances are complete.
- Protect occupants, the public, landscaping, structures, utilities, pavements, and City operations. Maintain safe access and restore every disturbed area to equal or better condition.
- Use new materials unless the Task Order expressly permits reuse. Install products in accordance with approved submittals, manufacturer instructions, and applicable codes.
- Maintain a clean, secure work area; lawfully remove debris; and immediately report safety incidents, property damage, utility strikes, spills, or service interruptions.
- Correct nonconforming work at no additional cost and coordinate all required inspections before covering or concealing work.

4. Deliverables and Performance Standards

Phase	Required Deliverable / Standard
Before work	Site verification; itemized proposal; schedule; staffing and subcontractor list; required product data, shop drawings, permits, traffic-control plan, safety plan, and outage plan.
During work	Daily report when work is active; dated photographs; updated schedule; inspection/test records; delivery tickets; quantity records; and written notice of changed conditions.
Performance	Work shall be code-compliant, plumb/level/aligned where applicable, free of defects, fit for intended use, completed within the Task Order schedule, and performed without unauthorized disruption.
Completion	Contractor quality-control inspection; successful regulatory inspections/tests; correction of deficiencies; final cleaning; restoration; and request for City inspection.
Closeout	As-builts or record markups, warranties, operation/maintenance data, test reports, permits, releases, final photographs, waste documentation when requested, and final invoice support.

5. Required Licenses, Certifications, and Qualifications

- Georgia Commercial Pesticide Applicator license in the applicable category for any regulated pesticide/herbicide work; only licensed or properly supervised personnel may apply such products.
- International Society of Arboriculture Certified Arborist for pruning plans, hazard-tree evaluations, and significant tree work when requested; qualified line-clearance arborists where electrical hazards exist.
- Georgia Level IA/IB erosion and sediment control certification where required; trained competent persons for chainsaw, aerial-lift, excavation, and traffic-control work.
- Minimum five years of relevant experience and at least three comparable projects completed within the previous five years, unless the City approves equivalent experience.

- Supervisory personnel shall be able to communicate with the City and remain available while work is active. Operators shall hold licenses/certifications required for their equipment or task.
- The Contractor remains responsible for the licensing, insurance, safety, E-Verify compliance, and performance of all approved subcontractors.

6. Codes and Regulatory Requirements

Comply with the editions in effect on the permit application date or as otherwise required by the authority having jurisdiction, including:

- Georgia Erosion and Sedimentation Act, applicable NPDES permits, local land-disturbance requirements, approved erosion-control plans, and Georgia Soil and Water Conservation Commission requirements.
- ANSI A300 tree-care standards and ANSI Z133 safety requirements; accepted nursery-stock and landscape installation standards specified in the Task Order.
- Georgia pesticide laws and label requirements; MUTCD requirements for roadside work; applicable water-use and irrigation requirements.
- Georgia State Minimum Standard Codes and Georgia amendments; applicable City ordinances, permits, right-of-way requirements, and authority-having-jurisdiction directives.
- OSHA requirements, Georgia utility-protection requirements, environmental laws, manufacturer instructions, and applicable ADA accessibility requirements.
- Where requirements conflict, notify the City before proceeding. Apply the more stringent requirement unless the City or authority having jurisdiction directs otherwise in writing.

7. Service Levels and Emergency Response

Emergency response is an embedded capability of this service category and is not a separate trade award. A Contractor shall accept emergency assignments only when it has qualified personnel, equipment, licensing, and capacity for the specific incident. The City may contact another awarded Contractor if the first contacted firm declines or cannot meet the required time.

Priority	Acknowledgment	Required Response
Critical Emergency	Within 15 minutes	Qualified personnel mobilized and on site within 2 hours; immediately protect life/property, isolate hazards, and begin temporary stabilization.
Urgent	Within 30 minutes	Qualified personnel on site within 8 hours, or sooner if stated in the Task Order; contain the condition and provide a repair plan.
Routine	Within 1 business day	Site visit within 3 business days unless otherwise directed; proposal and schedule within 2 business days after the site visit.

Within two hours after emergency stabilization, provide a written field status report describing conditions, actions, photographs, personnel/equipment used, remaining hazards, and recommended permanent repairs. Emergency premiums apply only when authorized in writing. Permanent repairs require a Task Order or written amendment unless expressly included in the emergency authorization.

8. Inspection and Acceptance Criteria

- Plant material shall be healthy, true to species/cultivar, correctly sized, free of pests and damage, and installed at proper depth with approved soil preparation, watering, mulch, staking, and protection.
- Finishing grades shall drain as intended, blend with adjacent surfaces, and remain free of depressions, erosion, construction debris, and unsafe edges.
- Sod shall be tight-jointed, rooted, and substantially weed-free; seeded areas shall achieve uniform established coverage specified by the Task Order before acceptance.
- Irrigation repairs should be leak-free, provide intended coverage, preserve controller programming, and pass functional testing by zone.
- Tree work shall avoid improper topping, bark tearing, excessive cuts, damage to retained vegetation, and preventable impact to facilities or utilities.
- The Contractor shall perform and document its own quality-control inspection before requesting City inspection.
- The City may inspect work at any time and may require uncovering, testing, removal, or correction of nonconforming work at the Contractor's expense when the nonconformance is attributable to the Contractor.
- Work is accepted only after required tests and inspections pass, punch-list items are closed, the site is restored, closeout documents are received, and the City issues written acceptance. Payment or use does not constitute acceptance of latent defects.

9. Reporting and Documentation Requirements

- Daily reports: date, weather, workforce by classification, subcontractors, equipment, work completed, measured quantities, deliveries, inspections, delays, safety issues, visitors, and photographs.
- Schedule updates: weekly for work lasting more than five business days and immediately when a milestone or completion date is at risk.
- Change documentation: written notice before changing or extra work, with labor, material, equipment, schedule, and cost effect. Unauthorized work is non-compensable.
- Invoice backup: Task Order number, approved schedule of values or unit quantities, daily records, time/equipment tickets, receipts, subcontractor invoices, approved markups, photos, inspection status, and applicable lien/payment releases.
- Records shall be legible, traceable to the Task Order, and retained for the period stated in the Contract or applicable law.

10. Warranty Requirements

Provide a minimum one-year warranty on labor and workmanship beginning at written final acceptance, plus all longer manufacturer warranties. Correct covered defects promptly and at no additional cost, including associated removal, access, testing, restoration, and damage caused by the defect. For an urgent warranty condition, acknowledge within 30 minutes and stabilize within the applicable emergency response time. Unless otherwise stated, trees, shrubs, sod, and seeded areas shall include a one-year establishment warranty. Replace dead or declining material attributable to installation, handling, or establishment failure during the next appropriate planting season.

11. Project Closeout Requirements

- Notify the City in writing when work is ready for final inspection and submit the Contractor's complete quality-control checklist.
- Complete all punch-list work within five business days, unless the City approves another period based on material lead time or scope.
- Submit final permits/inspection approvals, test results, as-built or record drawings, product data, warranties, maintenance instructions, keys/accessories, training records when required, final photographs, and final quantity reconciliation.
- Provide final cleanup and lawful disposal; remove temporary controls, surplus materials, and equipment; and restore access and affected property.
- Submit final invoice and required releases only after closeout is complete. The City will issue written final acceptance when all requirements are satisfied.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B2

EXHIBIT B3
PLUMBING SERVICES

Statement of Work
The Contractor shall provide licensed on-call plumbing diagnosis, repair, replacement, installation, testing, and emergency response for City buildings, parks, facilities, and associated water and sanitary systems.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. The Contractor shall perform only work authorized by a written Task Order and Notice to Proceed, except emergency stabilization expressly authorized by the City's designated representative. No minimum quantity of work is guaranteed.

1. Scope of Services
Services may include, but are not limited to, the following when identified in a Task Order:

- Domestic water and sanitary piping repairs; leak detection; isolation; pipe, valve, fitting, and fixture replacement; drain and sewer cleaning; camera inspection; and localized excavation/restoration.
- Water heaters, pumps, ejectors, interceptors, floor drains, hose bibbs, drinking fountains, restroom fixtures, flush valves, faucets, and approved appurtenances.
- Backflow-prevention device installation, repair, replacement, and testing by properly certified personnel.
- Minor lift-station or plumbing-system repairs within the Contractor's qualifications, excluding electrical controls beyond incidental disconnect/reconnect by a licensed trade.
- Emergency response for active leaks, sewage backups, loss of water, frozen/broken piping, failed water heaters, and conditions threatening life, property, sanitation, or continuity of operations.

2. Exclusions and Scope Boundaries
Unless specifically designed, permitted, and authorized in the Task Order, this Exhibit excludes:

- Fire-sprinkler, fire-pump, medical-gas, process piping, or boiler work unless separately licensed, designed, and authorized.
- Utility-owner mains, major lift-station rehabilitation, well systems, septic-system design, or public sewer extensions beyond the Task Order.
- Electrical, HVAC, structural, hazardous-material, mold-remediation, or environmental work except incidental coordination expressly authorized.
- Engineering design or stamped plans unless specifically procured and permitted.

3. Contractor Tasks and Responsibilities

- Verify site conditions, dimensions, access, utility conflicts, and quantities before pricing and mobilization; promptly identify discrepancies or concealed conditions.
- Provide all labor, supervision, competent persons, materials, equipment, tools, transportation, temporary facilities, protection, permits, inspections, testing, cleanup, and incidentals necessary for a complete installation.

- Submit a Task Order work plan identifying approach, schedule, staffing, subcontractors, material lead times, safety controls, traffic/pedestrian controls, quality-control checkpoints, and required outages.
- Coordinate Georgia 811 utility locates and private utility locating when applicable. Do not excavate until required markings and clearances are complete.
- Protect occupants, the public, landscaping, structures, utilities, pavements, and City operations. Maintain safe access and restore every disturbed area to equal or better condition.
- Use new materials unless the Task Order expressly permits reuse. Install products in accordance with approved submittals, manufacturer instructions, and applicable codes.
- Maintain a clean, secure work area; lawfully remove debris; and immediately report safety incidents, property damage, utility strikes, spills, or service interruptions.
- Correct nonconforming work at no additional cost and coordinate all required inspections before covering or concealing work.

4. Deliverables and Performance Standards

Phase	Required Deliverable / Standard
Before work	Site verification; itemized proposal; schedule; staffing and subcontractor list; required product data, shop drawings, permits, traffic-control plan, safety plan, and outage plan.
During work	Daily report when work is active; dated photographs; updated schedule; inspection/test records; delivery tickets; quantity records; and written notice of changed conditions.
Performance	Work shall be code-compliant, plumb/level/aligned where applicable, free of defects, fit for intended use, completed within the Task Order schedule, and performed without unauthorized disruption.
Completion	Contractor quality-control inspection; successful regulatory inspections/tests; correction of deficiencies; final cleaning; restoration; and request for City inspection.
Closeout	As-builts or record markups, warranties, operation/maintenance data, test reports, permits, releases, final photographs, waste documentation when requested, and final invoice support.

5. Required Licenses, Certifications, and Qualifications

- Current Georgia Master Plumber license (Class I or Class II, as applicable) and required contractor/business licensing; work shall be performed by licensed personnel or persons lawfully supervised by the license holder.
- Current backflow tester certification recognized by the applicable water authority for testing or certification work.
- Confined-space, trenching/excavation, and competent-person qualifications when those hazards are present.
- Minimum five years of relevant experience and at least three comparable projects completed within the previous five years, unless the City approves equivalent experience.
- Supervisory personnel shall be able to communicate with the City and remain available while work is active. Operators shall hold licenses/certifications required for their equipment or task.

- The Contractor remains responsible for the licensing, insurance, safety, E-Verify compliance, and performance of all approved subcontractors.

6. Codes and Regulatory Requirements

Comply with the editions in effect on the permit application date or as otherwise required by the authority having jurisdiction, including:

- 2024 International Plumbing Code with 2026 Georgia amendments; 2024 International Building Code and 2024 International Fuel Gas Code with Georgia amendments where applicable.
- Applicable health, environmental, cross-connection control, water-provider, sewer-provider, and local permitting requirements.
- ASSE/ASME/ASTM standards and manufacturer requirements applicable to installed devices, piping, fixtures, joints, disinfection, and testing.
- Georgia State Minimum Standard Codes and Georgia amendments; applicable City ordinances, permits, right-of-way requirements, and authority-having-jurisdiction directives.
- OSHA requirements, Georgia utility-protection requirements, environmental laws, manufacturer instructions, and applicable ADA accessibility requirements.
- Where requirements conflict, notify the City before proceeding. Apply the more stringent requirement unless the City or authority having jurisdiction directs otherwise in writing.

7. Service Levels and Emergency Response

Emergency response is an embedded capability of this service category and is not a separate trade award. A Contractor shall accept emergency assignments only when it has qualified personnel, equipment, licensing, and capacity for the specific incident. The City may contact another awarded Contractor if the first contacted firm declines or cannot meet the required time.

Priority	Acknowledgment	Required Response
Critical Emergency	Within 15 minutes	Qualified personnel mobilized and on site within 2 hours; immediately protect life/property, isolate hazards, and begin temporary stabilization.
Urgent	Within 30 minutes	Qualified personnel on site within 8 hours, or sooner if stated in the Task Order; contain the condition and provide a repair plan.
Routine	Within 1 business day	Site visit within 3 business days unless otherwise directed; proposal and schedule within 2 business days after the site visit.

Within two hours after emergency stabilization, provide a written field status report describing conditions, actions, photographs, personnel/equipment used, remaining hazards, and recommended permanent repairs. Emergency premiums apply only when authorized in writing. Permanent repairs require a Task Order or written amendment unless expressly included in the emergency authorization.

8. Inspection and Acceptance Criteria

- Before shutdown, identify affected services, obtain City approval, notify impacted occupants, and establish isolation and restoration procedures. Unplanned outages shall be reported immediately.

- New and repaired systems shall be correctly supported, protected, accessible, labeled where required, free of leaks, and tested at required pressure or by the prescribed method before concealment and service restoration.
- Potable-water work shall be protected from contamination and disinfected/flushed when required. Cross connections are prohibited.
- Drain and sewer work shall demonstrate unobstructed flow; provide camera footage and location/depth information when camera inspection is required.
- Fixtures and equipment shall operate through all cycles without leakage, abnormal noise, unsafe temperature/pressure, or damage to surrounding finishes.
- The Contractor shall perform and document its own quality-control inspection before requesting City inspection.
- The City may inspect work at any time and may require uncovering, testing, removal, or correction of nonconforming work at the Contractor's expense when the nonconformance is attributable to the Contractor.
- Work is accepted only after required tests and inspections pass, punch-list items are closed, the site is restored, closeout documents are received, and the City issues written acceptance. Payment or use does not constitute acceptance of latent defects.

9. Reporting and Documentation Requirements

- Daily reports: date, weather, workforce by classification, subcontractors, equipment, work completed, measured quantities, deliveries, inspections, delays, safety issues, visitors, and photographs.
- Schedule updates: weekly for work lasting more than five business days and immediately when a milestone or completion date is at risk.
- Change documentation: written notice before changing or extra work, with labor, material, equipment, schedule, and cost effect. Unauthorized work is non-compensable.
- Invoice backup: Task Order number, approved schedule of values or unit quantities, daily records, time/equipment tickets, receipts, subcontractor invoices, approved markups, photos, inspection status, and applicable lien/payment releases.
- Records shall be legible, traceable to the Task Order, and retained for the period stated in the Contract or applicable law.

10. Warranty Requirements

Provide a minimum one-year warranty on labor and workmanship beginning at written final acceptance, plus all longer manufacturer warranties. Correct covered defects promptly and at no additional cost, including associated removal, access, testing, restoration, and damage caused by the defect. For an urgent warranty condition, acknowledge within 30 minutes and stabilize within the applicable emergency response time. Manufacturer warranties shall be registered and transferred to the City when available. Warranty response includes access and restoration of finishes disturbed to correct defective plumbing work.

11. Project Closeout Requirements

- Notify the City in writing when work is ready for final inspection and submit the Contractor's completed quality-control checklist.
- Complete all punch-list work within five business days, unless the City approves another period based on material lead time or scope.

- Submit final permits/inspection approvals, test results, as-built or record drawings, product data, warranties, maintenance instructions, keys/accessories, training records when required, final photographs, and final quantity reconciliation.
- Provide final cleanup and lawful disposal; remove temporary controls, surplus materials, and equipment; and restore access and affected property.
- Submit final invoice and required releases only after closeout is complete. The City will issue written final acceptance when all requirements are satisfied.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B3

EXHIBIT B4
VERTICAL CONSTRUCTION SERVICES

Statement of Work
The Contractor shall provide on-call building construction, renovation, repair, maintenance, and facility stabilization for City-owned or controlled structures.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. The Contractor shall perform only work authorized by a written Task Order and Notice to Proceed, except emergency stabilization expressly authorized by the City's designated representative. No minimum quantity of work is guaranteed.

1. **Scope of Services**
   Services may include, but are not limited to, the following when identified in a Task Order:
   - Interior renovations; framing; carpentry; drywall; acoustical ceilings; painting/coatings; flooring; doors, frames, and hardware; windows; casework; toilet accessories; and minor masonry or envelope repairs.
   - Restroom, office, storage, community-space, and operational-area improvements, including coordination of licensed subcontractors included in an approved Task Order.
   - Roof leak investigation and localized repair, weatherproofing, sealants, flashing, and temporary coverings within qualified capabilities.
   - Selective demolition, temporary partitions/protection, infection/dust control where required, accessibility improvements, and restoration of occupied spaces.
   - Emergency board-up, shoring designed or approved as required, temporary weather protection, water-intrusion containment, and stabilization after storm, impact, fire, vandalism, or building-system failure.

2. **Exclusions and Scope Boundaries**
   Unless specifically designed, permitted, and authorized in the Task Order, this Exhibit excludes:
   - Architectural/engineering design, structural evaluation, or delegated design unless expressly authorized and performed by appropriately licensed professionals.
   - Hazardous-material assessment or abatement, mold remediation, fire restoration beyond approved scope, or work requiring specialty environmental licensing.
   - Major new buildings or projects exceeding contract/Task Order limits; elevator work; fire-alarm/sprinkler work; or trade work without required specialty licenses.
   - Work that alters a structural system without approved drawings, permits, and required professional design.

3. **Contractor Tasks and Responsibilities**
   - Verify site conditions, dimensions, access, utility conflicts, and quantities before pricing and mobilization; promptly identify discrepancies or concealed conditions.
   - Provide all labor, supervision, competent persons, materials, equipment, tools, transportation, temporary facilities, protection, permits, inspections, testing, cleanup, and incidentals necessary for a complete installation.

- Submit a Task Order work plan identifying approach, schedule, staffing, subcontractors, material lead times, safety controls, traffic/pedestrian controls, quality-control checkpoints, and required outages.
- Coordinate Georgia 811 utility locates and private utility locating when applicable. Do not excavate until required markings and clearances are complete.
- Protect occupants, the public, landscaping, structures, utilities, pavements, and City operations. Maintain safe access and restore every disturbed area to equal or better conditions.
- Use new materials unless the Task Order expressly permits reuse. Install products in accordance with approved submittals, manufacturer instructions, and applicable codes.
- Maintain a clean, secure work area; lawfully remove debris; and immediately report safety incidents, property damage, utility strikes, spills, or service interruptions.
- Correct nonconforming work at no additional cost and coordinate all required inspections before covering or concealing work.

4. Deliverables and Performance Standards

Phase	Required Deliverable / Standard
Before work	Site verification; itemized proposal; schedule; staffing and subcontractor list; required product data, shop drawings, permits, traffic-control plan, safety plan, and outage plan.
During work	Daily report when work is active; dated photographs; updated schedule; inspection/test records; delivery tickets; quantity records; and written notice of changed conditions.
Performance	Work shall be code-compliant, plumb/level/aligned where applicable, free of defects, fit for intended use, completed within the Task Order schedule, and performed without unauthorized disruption.
Completion	Contractor quality-control inspection; successful regulatory inspections/tests; correction of deficiencies; final cleaning; restoration; and request for City inspection.
Closeout	As-builts or record markups, warranties, operation/maintenance data, test reports, permits, releases, final photographs, waste documentation when requested, and final invoice support.

5. Required Licenses, Certifications, and Qualifications

- Current Georgia Residential-Basic, Residential-Light Commercial, General Contractor-Limited Tier, or General Contractor license appropriate to the project type, scope, and value, when required.
- Licensed electrical, plumbing, mechanical, fire-protection, low-voltage, or other specialty subcontractors for regulated trade work.
- Qualified superintendent present during active construction and competent persons for fall protection, scaffolding, excavation, silica, and other applicable hazards.
- Minimum five years of relevant experience and at least three comparable projects completed within the previous five years, unless the City approves equivalent experience.
- Supervisory personnel shall be able to communicate with the City and remain available while work is active. Operators shall hold licenses/certifications required for their equipment or task.

- The Contractor remains responsible for the licensing, insurance, safety, E-Verify compliance, and performance of all approved subcontractors.

6. **Codes and Regulatory Requirements**
   Comply with the editions in effect on the permit application date or as otherwise required by the authority having jurisdiction, including:
   - 2024 International Building Code, 2024 International Plumbing Code, 2024 International Mechanical Code, 2024 International Fuel Gas Code, and 2023 National Electrical Code, each with current Georgia amendments, as applicable.
   - 2015 International Energy Conservation Code with current Georgia supplements/amendments; 2024 International Fire Code and current Georgia fire/life-safety rules as applicable.
   - 2010 ADA Standards, Georgia accessibility requirements, applicable NFPA standards, and manufacturer installation requirements.
   - Georgia State Minimum Standard Codes and Georgia amendments; applicable City ordinances, permits, right-of-way requirements, and authority-having-jurisdiction directives.
   - OSHA requirements, Georgia utility-protection requirements, environmental laws, manufacturer instructions, and applicable ADA accessibility requirements.
   - Where requirements conflict, notify the City before proceeding. Apply the more stringent requirement unless the City or authority having jurisdiction directs otherwise in writing.

7. **Service Levels and Emergency Response**
   Emergency response is an embedded capability of this service category and is not a separate trade award. A Contractor shall accept emergency assignments only when it has qualified personnel, equipment, licensing, and capacity for the specific incident. The City may contact another awarded Contractor if the first contacted firm declines or cannot meet the required time.

Priority	Acknowledgment	Required Response
Critical Emergency	Within 15 minutes	Qualified personnel mobilized and on site within 2 hours; immediately protect life/property, isolate hazards, and begin temporary stabilization.
Urgent	Within 30 minutes	Qualified personnel on site within 8 hours, or sooner if stated in the Task Order; contain the condition and provide a repair plan.
Routine	Within 1 business day	Site visit within 3 business days unless otherwise directed; proposal and schedule within 2 business days after the site visit.

Within two hours after emergency stabilization, provide a written field status report describing conditions, actions, photographs, personnel/equipment used, remaining hazards, and recommended permanent repairs. Emergency premiums apply only when authorized in writing. Permanent repairs require a Task Order or written amendment unless expressly included in the emergency authorization.

8. **Inspection and Acceptance Criteria**
   - Perform preconstruction documentation of existing conditions and coordinate occupied-facility phasing, shutdowns, noise, dust, security, and egress with the City.

- Concealed work shall not be covered until required inspections and City quality-control observations are complete. Fire and smoke assemblies shall retain required ratings and approved penetrations.
- Doors, hardware, windows, finishes, ceilings, flooring, casework, and accessories shall be aligned, securely installed, fully operable, clean, undamaged, and consistent in appearance.
- Building-envelope work shall be watertight under normal exposure; wet areas shall be tested where specified; accessible elements shall meet required clearances, reach ranges, maneuvering spaces, and hardware criteria.
- Work shall maintain required exits, fire protection, occupant safety, security, and continuity of operations unless an approved shutdown or closure is in effect.
- The Contractor shall perform and document its own quality-control inspection before requesting City inspection.
- The City may inspect work at any time and may require uncovering, testing, removal, or correction of nonconforming work at the Contractor's expense when the nonconformance is attributable to the Contractor.
- Work is accepted only after required tests and inspections pass, punch-list items are closed, the site is restored, closeout documents are received, and the City issues written acceptance. Payment or use does not constitute acceptance of latent defects.

9. Reporting and Documentation Requirements

- Daily reports: date, weather, workforce by classification, subcontractors, equipment, work completed, measured quantities, deliveries, inspections, delays, safety issues, visitors, and photographs.
- Schedule updates: weekly for work lasting more than five business days and immediately when a milestone or completion date is at risk.
- Change documentation: written notice before changing or extra work, with labor, material, equipment, schedule, and cost effect. Unauthorized work is non-compensable.
- Invoice backup: Task Order number, approved schedule of values or unit quantities, daily records, time/equipment tickets, receipts, subcontractor invoices, approved markups, photos, inspection status, and applicable lien/payment releases.
- Records shall be legible, traceable to the Task Order, and retained for the period stated in the Contract or applicable law.

10. Warranty Requirements

Provide a minimum one-year warranty on labor and workmanship beginning at written final acceptance, plus all longer manufacturer warranties. Correct covered defects promptly and at no additional cost, including associated removal, access, testing, restoration, and damage caused by the defect. For an urgent warranty condition, acknowledge within 30 minutes and stabilize within the applicable emergency response time. Provide longer manufacturer or specified-system warranties for roofing, coatings, flooring, doors/hardware, glazing, and equipment when available or required by the Task Order.

11. Project Closeout Requirements

- Notify the City in writing when work is ready for final inspection and submit the Contractor's completed quality-control checklist.
- Complete all punch-list work within five business days, unless the City approves another period based on material lead time or scope.

- Submit final permits/inspection approvals, test results, as-built or record drawings, product data, warranties, maintenance instructions, keys/accessories, training records when required, final photographs, and final quantity reconciliation.
- Provide final cleanup and lawful disposal; remove temporary controls, surplus materials, and equipment; and restore access and affected property.
- Submit final invoice and required releases only after closeout is complete. The City will issue written final acceptance when all requirements are satisfied.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B4

EXHIBIT B5
HORIZONTAL CONSTRUCTION SERVICES

Statement of Work
The Contractor shall provide on-call site, pavement, drainage, utility, trail, park, fencing, and related horizontal construction, repair, and emergency stabilization on City-owned or controlled property.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. The Contractor shall perform only work authorized by a written Task Order and Notice to Proceed, except emergency stabilization expressly authorized by the City's designated representative. No minimum quantity of work is guaranteed.

1. **Scope of Services**
   Services may include, but are not limited to, the following when identified in a Task Order:
   - Clearing, grubbing, demolition, excavation, grading, hauling, embankment, aggregate base, compaction, asphalt, and concrete pavement repair, striping, curb, sidewalk, and trail improvements.
   - Storm-drainage repairs and improvements, including inlets, catch basins, pipe, culverts, headwalls, swales, underdrains, riprap, and localized erosion repair.
   - Authorized water, sanitary, or other site utility installation/repair performed by properly licensed trades and coordinated with utility owners.
   - Fencing, gates, bollards, guardrails, signs, park/site furnishings, minor retaining features, and site restoration when described by a Task Order.
   - Traffic and pedestrian control, trench protection, dewatering, temporary access, and maintenance of operations.
   - Emergency stabilization of washouts, sinkholes, failed drainage, pavement hazards, blocked access, utility failures, and storm-damaged site infrastructure.

2. **Exclusions and Scope Boundaries**
   Unless specifically designed, permitted, and authorized in the Task Order, this Exhibit excludes:
   - Roadway widening, bridge work, major utility extensions, dams, mass grading, or land development requiring professional design unless expressly authorized.
   - Work in railroad, state, county, utility, or private right-of-way without required permits and agreements.
   - Blasting, contaminated-soil handling, hazardous-material abatement, environmental remediation, or wetland/stream impacts not specifically permitted and authorized.
   - Permanent traffic signals, streetlight, or electrical work unless performed by properly licensed contractors under an approved Task Order.

3. **Contractor Tasks and Responsibilities**
   - Verify site conditions, dimensions, access, utility conflicts, and quantities before pricing and mobilization; promptly identify discrepancies or concealed conditions.

- Provide all labor, supervision, competent persons, materials, equipment, tools, transportation, temporary facilities, protection, permits, inspections, testing, cleanup, and incidentals necessary for a complete installation.
- Submit a Task Order work plan identifying approach, schedule, staffing, subcontractors, material lead times, safety controls, traffic/pedestrian controls, quality-control checkpoints, and required outages.
- Coordinate Georgia 811 utility locates and private utility locating when applicable. Do not excavate until required markings and clearances are complete.
- Protect occupants, the public, landscaping, structures, utilities, pavements, and City operations. Maintain safe access and restore every disturbed area to equal or better conditions.
- Use new materials unless the Task Order expressly permits reuse. Install products in accordance with approved submittals, manufacturer instructions, and applicable codes.
- Maintain a clean, secure work area; lawfully remove debris; and immediately report safety incidents, property damage, utility strikes, spills, or service interruptions.
- Correct nonconforming work at no additional cost and coordinate all required inspections before covering or concealing work.

4. Deliverables and Performance Standards

Phase	Required Deliverable / Standard
Before work	Site verification; itemized proposal; schedule; staffing and subcontractor list; required product data, shop drawings, permits, traffic-control plan, safety plan, and outage plan.
During work	Daily report when work is active; dated photographs; updated schedule; inspection/test records; delivery tickets; quantity records; and written notice of changed conditions.
Performance	Work shall be code-compliant, plumb/level/aligned where applicable, free of defects, fit for intended use, completed within the Task Order schedule, and performed without unauthorized disruption.
Completion	Contractor quality-control inspection; successful regulatory inspections/tests; correction of deficiencies; final cleaning; restoration; and request for City inspection.
Closeout	As-builts or record markups, warranties, operation/maintenance data, test reports, permits, releases, final photographs, waste documentation when requested, and final invoice support.

5. Required Licenses, Certifications, and Qualifications

- Georgia utility contractor license and utility manager/foreman credentials when the scope constitutes utility contracting; other contractor licenses appropriate to project scope and value.

- GDOT-qualified personnel/material sources when required for work in GDOT right-of-way or when the Task Order adopts GDOT specifications.
- Georgia erosion-control certifications and OSHA competent persons for excavation/trenching, confined space, traffic control, and other applicable hazards.
- Minimum five years of relevant experience and at least three comparable projects completed within the previous five years, unless the City approves equivalent experience.
- Supervisory personnel shall be able to communicate with the City and remain available while work is active. Operators shall hold licenses/certifications required for their equipment or task.
- The Contractor remains responsible for the licensing, insurance, safety, E-Verify compliance, and performance of all approved subcontractors.

6. **Codes and Regulatory Requirements**
   Comply with the editions in effect on the permit application date or as otherwise required by the authority having jurisdiction, including:
   - GDOT Standard Specifications and Construction Details when referenced; MUTCD and approved traffic-control plans for work affecting traffic or pedestrians.
   - Georgia Erosion and Sedimentation Act, applicable NPDES requirements, local land-disturbance requirements, and approved erosion-control plans.
   - Applicable Georgia State Minimum Standard Codes, utility-owner standards, City standards, permit requirements, ASTM/AASHTO material and test standards, and ADA accessibility requirements.
   - Georgia State Minimum Standard Codes and Georgia amendments; applicable City ordinances, permits, right-of-way requirements, and authority-having-jurisdiction directives.
   - OSHA requirements, Georgia utility-protection requirements, environmental laws, manufacturer instructions, and applicable ADA accessibility requirements.
   - Where requirements conflict, notify the City before proceeding. Apply the more stringent requirement unless the City or authority having jurisdiction directs otherwise in writing.

7. **Service Levels and Emergency Response**
   Emergency response is an embedded capability of this service category and is not a separate trade award. A Contractor shall accept emergency assignments only when it has qualified personnel, equipment, licensing, and capacity for the specific incident. The City may contact another awarded Contractor if the first contacted firm declines or cannot meet the required time.

Priority	Acknowledgment	Required Response
Critical Emergency	Within 15 minutes	Qualified personnel mobilized and on site within 2 hours; immediately protect life/property, isolate hazards, and begin temporary stabilization.
Urgent	Within 30 minutes	Qualified personnel on site within 8 hours, or sooner if stated in the Task Order; contain the condition and provide a repair plan.

Priority	Acknowledgment	Required Response
Routine	Within 1 business day	Site visit within 3 business days unless otherwise directed; proposal and schedule within 2 business days after the site visit.

Within two hours after emergency stabilization, provide a written field status report describing conditions, actions, photographs, personnel/equipment used, remaining hazards, and recommended permanent repairs. Emergency premiums apply only when authorized in writing. Permanent repairs require a Task Order or written amendment unless expressly included in the emergency authorization.

8. Inspection and Acceptance Criteria

- Verify survey/layout controls, existing utilities, subgrade, grades, elevations, drainage paths, and tie-in conditions before construction. Immediately report conflicts.
- Earthwork and aggregate layers shall meet specified moisture, lift, density, line, grade, and proof-roll requirements. Provide testing by an approved laboratory when required.
- Pavement shall meet approved mix, thickness, density, smoothness, joint, drainage, and surface requirements; transitions shall be safe and free of abrupt edges or unintended ponding.
- Drainage and utility systems shall be installed to required line/grade, bedded, joined, tested, cleaned, and video-inspected where specified; structures shall be accessible and properly adjusted to final grade.
- Final work shall provide safe continuous access, stable slopes, functioning drainage, complete striping/signage, established stabilization, and full restoration of disturbed areas.
- The Contractor shall perform and document its own quality-control inspection before requesting City inspection.
- The City may inspect work at any time and may require uncovering, testing, removal, or correction of nonconforming work at the Contractor's expense when the nonconformance is attributable to the Contractor.
- Work is accepted only after required tests and inspections pass, punch-list items are closed, the site is restored, closeout documents are received, and the City issues written acceptance. Payment or use does not constitute acceptance of latent defects.

9. Reporting and Documentation Requirements

- Daily reports: date, weather, workforce by classification, subcontractors, equipment, work completed, measured quantities, deliveries, inspections, delays, safety issues, visitors, and photographs.
- Schedule updates: weekly for work lasting more than five business days and immediately when a milestone or completion date is at risk.
- Change documentation: written notice before changing or extra work, with labor, material, equipment, schedule, and cost effect. Unauthorized work is non-compensable.

- Invoice backup: Task Order number, approved schedule of values or unit quantities, daily records, time/equipment tickets, receipts, subcontractor invoices, approved markups, photos, inspection status, and applicable lien/payment releases.
- Records shall be legible, traceable to the Task Order, and retained for the period stated in the Contract or applicable law.

10. Warranty Requirements

Provide a minimum one-year warranty on labor and workmanship beginning at written final acceptance, plus all longer manufacturer warranties. Correct covered defects promptly and at no additional cost, including associated removal, access, testing, restoration, and damage caused by the defect. For an urgent warranty condition, acknowledge within 30 minutes and stabilize within the applicable emergency response time. The warranty includes settlement, rutting, unraveling, drainage failure, joint failure, erosion, or utility leakage attributable to deficient materials, compaction, installation, or workmanship.

11. Project Closeout Requirements

- Notify the City in writing when work is ready for final inspection and submit the Contractor's complete quality-control checklist.
- Complete all punch-list work within five business days, unless the City approves another period based on material lead time or scope.
- Submit final permits/inspection approvals, test results, as-built or record drawings, product data, warranties, maintenance instructions, keys/accessories, training records when required, final photographs, and final quantity reconciliation.
- Provide final cleanup and lawful disposal; remove temporary controls, surplus materials, and equipment; and restore access and affected property.
- Submit final invoice and required releases only after closeout is complete. The City will issue written final acceptance when all requirements are satisfied.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B5

EXHIBIT B6
EMERGENCY RESPONSE SERVICES

Statement of Work
The Contractor shall provide rapid, coordinated emergency construction response, temporary stabilization, damage mitigation, site safety, debris removal, and restoration support at City-owned or controlled facilities, parks, grounds, roadways, and infrastructure. Services shall be furnished 24 hours per day, 7 days per week, including holidays, only when authorized by the City.

This Exhibit is incorporated into the RFP and any resulting Contract and Task Order. Emergency authorization permits only the work necessary to protect life, public property, critical infrastructure, and continuity of operations unless the City expressly authorizes permanent repair. No minimum quantity of work is guaranteed.

1. **Scope of Services**
   Services may include, but are not limited to:

   - Storm damage assessment, debris removal, temporary weatherproofing, board-up, tarping, shoring, bracing, fencing, and stabilization.
   - Water intrusion response, including source isolation, water extraction, temporary containment, drying support, protection of contents, and coordination of permanent repairs.
   - Emergency facility stabilization following wind, flood, impact, fire, vandalism, utility failure, structural distress, or other sudden events.
   - Emergency infrastructure repairs involving drainage failures, washouts, sinkholes, damaged pavement, failed utilities, blocked access, erosion, and related site hazards.
   - Temporary safety measures, including barricades, traffic and pedestrian control, lighting, temporary access, temporary partitions, fall protection, hazard signage, and site security.
   - Site restoration after emergency operations, including debris disposal, backfill, grading, surface repair, landscaping restoration, cleanup, and removal of temporary controls.
   - Damage documentation, cost tracking, photographs, field measurements, and support for insurance, FEMA, grant, or other reimbursement records when requested.

2. **Exclusions and Limitations**
   - Architectural, engineering, environmental, or structural design unless specifically authorized and performed by properly licensed professionals.
   - Hazardous-material assessment or abatement, mold remediation, biohazard cleanup, or contaminated-soil handling unless the Contractor holds all required qualifications and the work is expressly authorized.
   - Fire suppression, electrical, plumbing, mechanical, utility, roofing, demolition, or other regulated trade work unless performed by appropriately licensed personnel or approved specialty subcontractors.
   - Permanent reconstruction is beyond emergency authorization. Permanent work requires a written Task Order, amendment, or separate Notice to Proceed.

- Work on private property or in state, county, railroad, utility, or other third-party rights-of-way without required authorization and permits.

3. Contractor Tasks and Responsibilities

- Maintain a continuously monitored emergency telephone number and email address. Provide primary and alternate contacts with authority to mobilize personnel, equipment, and subcontractors.
- Upon notification, obtain the incident location, known hazards, access restrictions, operating conditions, City contact, and requested response level; immediately confirm acceptance or decline the assignment.
- Mobilize an incident supervisor and qualified personnel with appropriate vehicles, tools, safety equipment, temporary materials, and communications capability.
- On arrival, check in with the City representative, conduct a documented site hazard assessment, establish a controlled work zone, and recommend immediate protective actions.
- Stop or isolate the source of damage when authorized and safe; protect occupants, responders, City property, utilities, records, equipment, and unaffected areas.
- Coordinate utility locates, shutdowns, traffic control, building access, inspections, permits, security, and specialty trades. Do not perform regulated work without the required license.
- Preserve evidence when practicable and do not discard damaged property requested for inspection by the City, insurer, law enforcement, or other authorities.
- Maintain contemporaneous labor, equipment, material, subcontractor, disposal, and activity records. Separate emergency stabilization costs from permanent repair costs.
- Provide continuous supervision until the City releases the Contractor, transfers the incident, or approves demobilization. Leave the site stable, secure, and protected from foreseeable additional damage.

4. Emergency Service Levels

Priority	Acknowledgment	Mobilization / On-Site Requirement
Priority 1 – Critical	Within 15 minutes	Begin mobilization within 30 minutes and arrive within 2 hours. Immediately address threats to life, major property loss, critical infrastructure, or continuity of operations.
Priority 2 – Urgent	Within 30 minutes	Begin mobilization within 2 hours and arrive within 8 hours. Contain conditions likely to worsen or materially disrupt City operations.
Priority 3 – Scheduled Recovery	Within 1 business day	Attend the site within 3 business days or as directed; provide a proposal and recovery schedule within 2 business days after assessment.

Response time is measured from the City's first completed contact with the Contractor's designated emergency contact. If the Contractor cannot meet the required response, it shall immediately notify the City so another awarded contractor may be contacted. The City may modify a response time based on event severity, access, declared emergencies, or regional conditions.

5. Incident Deliverables and Performance Standards

Time / Phase	Required Deliverable or Standard
At arrival	Verbal check-in, preliminary hazard assessment, work-zone controls, resource status, and initial stabilization recommendation.
Within 2 hours of arrival	Written initial incident report with cause if known, affected assets/areas, photographs, safety hazards, actions taken, resources deployed, anticipated duration, and required specialty support.
Every 4 hours during active critical response	Situation update identifying completed work, current hazards, resource use, changed conditions, decisions required, estimated time to stabilization, and next operational period.
Daily by 10:00 a.m. for multi-day events	Daily report, workforce/equipment log, quantities, receipts, subcontractor activity, photographs, schedule, cost-to-date, and forecast to completion.
After stabilization	Written stabilization status, remaining restrictions, monitoring needs, temporary-measure maintenance instructions, and itemized recommendations for permanent repair.
Closeout	Final incident report, cost reconciliation, disposal records, inspection/test documentation, restoration status, warranties, and final photographs.

Temporary measures shall be appropriate for the hazard, securely installed, inspected at least daily while the Contractor remains responsible, and maintained until authorized removal or permanent repair.

Work shall prevent avoidable secondary damage, maintain safe emergency access, and minimize disruption to occupied facilities and City operations.
The Contractor shall not exceed authorized scope or cost limits without written approval, except for immediate actions reasonably necessary to prevent imminent injury or major additional property loss; such actions must be reported to the City as soon as conditions permit.

All labor, equipment, and materials shall be necessary, reasonable, and documented. Duplicate or idle resources not authorized by the City are non-compensable.

6. Required Licenses, Certifications, and Capacity

- Georgia contractor license appropriate to the work type, scope, and value, when required. The prime Contractor may meet specialty requirements through City-approved, properly licensed subcontractors.
- Demonstrated 24/7 dispatch capability; sufficient supervisory staff, labor, vehicles, temporary protection materials, generators, pumps, drying equipment, debris-handling equipment, and specialty-trade relationships to perform the proposed services.
- Minimum five years of emergency construction, disaster recovery, facility stabilization, or comparable experience and at least three comparable projects or incidents completed within the previous five years.
- OSHA 30-hour training for the designated incident supervisor and OSHA 10-hour training for field personnel, or equivalent documented safety training acceptable to the City.
- Competent people and certifications required for excavation/trenching, confined space, fall protection, scaffolding, aerial lifts, traffic control, chainsaw/tree work, water restoration, erosion control, or other assigned hazards.

- Licensed electrical, plumbing, mechanical, fire-protection, utility, roofing, or other specialty personnel when regulated work is included.
- Ability to provide insurance, bonds, equipment lists, emergency contacts, subcontractor agreements, and financial/operational capacity documentation requested by the City.

7. Codes, Safety, and Regulatory Requirements

- Current Georgia State Minimum Standard Codes and Georgia amendments applicable on the permit date, including building, plumbing, mechanical, fuel gas, electrical, energy, fire, and accessibility requirements.
- OSHA standards; Georgia 811 utility-protection requirements; MUTCD traffic-control requirements; applicable environmental, stormwater, waste-disposal, and erosion-control requirements.
- FEMA Public Assistance documentation requirements, federal procurement clauses, grant conditions, and insurance documentation requirements when identified in the Task Order.
- City emergency management procedures, incident command requirements, facility security protocols, permits, ordinances, and directions of the authority having jurisdiction.
- Manufacturer instructions and recognized industry standards applicable to temporary structures, drying equipment, shoring, roofing, tree work, debris operations, and restoration.
- The Contractor shall immediately stop work and notify the City when an imminent danger, unknown hazardous material, suspected structural instability, energized utility, confined-space hazard, or condition beyond the Contractor's qualifications is encountered.

8. Inspection and Acceptance Criteria

- The City will inspect temporary controls and stabilization measures for safety, security, weather resistance, continued access, protection of utilities, and prevention of further damage.
- The Contractor shall inspect temporary measures at the frequency directed by the City and after significant weather or site events, documenting condition and corrective action.
- Emergency stabilization is accepted only when immediate hazards are controlled, the site is secure, affected operations are restored or protected to the extent authorized, debris is managed, and the City confirms stabilization in writing.
- Permanent restoration is accepted only after required permits, tests, regulatory inspections, punch-list correction, restoration, closeout submission, and written City acceptance.
- The City may reject nonconforming work and require immediate correction at the Contractor's expense when the deficiency results from the Contractor's materials, methods, negligence, or failure to follow requirements.

9. Reporting, Cost Control, and Documentation

- Use the Task Order or incident number on all reports, tickets, invoices, photographs, correspondence, and subcontractor records.
- Time records shall identify each worker, classification, date, start/stop time, regular/overtime hours, task, and supervisor approval. Equipment records shall identify equipment, operator, hours used, standby authorization, and work performed.
- Material and subcontractor charges require itemized third-party invoices or receipts. Markups shall not be compounded and may not exceed Contract limits.

- Photographs shall be dated and labeled by location and condition, including pre-work, active response, stabilization, concealed work, and final condition.
- Immediately document changed conditions, additional resource needs, cost/schedule impacts, utility strikes, injuries, spills, property damage, and regulatory contacts.
- Maintain records in a form suitable for audit and reimbursement. The City may withhold payment for unsupported, unauthorized, duplicated, excessive, or non-compliant costs.

10. Warranty Requirements

Provide a minimum one-year warranty on permanent labor and workmanship beginning with written final acceptance, together with all longer manufacturer warranties. Temporary stabilization shall remain effective for the period stated in the Task Order or until the City authorizes removal, replacement, or permanent repair, provided the City follows documented monitoring and maintenance instructions. Correct covered defects and damage caused by defective work promptly and at no additional cost.

11. Project and Incident Closeout

- Conduct a joint final site review and complete all punch-list items within the period directed by the City.
- Remove temporary controls only with City authorization; remove surplus materials and equipment; complete final cleaning, debris disposal, and restoration.
- Submit the final incident narrative, daily reports, labor/equipment records, material and subcontractor invoices, quantity summaries, disposal manifests, permits, inspection/test results, photographs, warranties, and as-built or record information.
- Provide required lien/payment releases, subcontractor affidavits, warranty contacts, and a final invoice reconciled to the approved authorization and change documentation.
- The City will issue written final acceptance after stabilization or permanent restoration, required documentation, and financial reconciliation are complete. Payment or use does not waive warranty obligations or latent-defect remedies.

The City may conduct discussions, interviews, negotiations, and request best and final offers. The City will make award recommendations based on the evaluation factors stated in this RFP and the proposal or proposals determined to be most advantageous to the City.

END OF EXHIBIT B6

PROJECT DESCRIPTION

1. This Request for Proposal intends to obtain the services from qualified Proposers to provide construction, renovation, repair, maintenance, emergency response, and infrastructure improvement services on an as-needed basis. The City reserves the right to award contracts by category, specialty trade, or overall capability and may make multiple awards under each category.

2. Proposer shall provide proof that Proposer has a minimum of five (5) years of experience in each category for which an award is sought. Demonstrate completion of at least three (3) similar projects within the last five (5) years for each category submitted. Possess all required licenses.

3. All Proposals must be made based on, and either meet or exceed, the requirements. The detailed Scope of Work shall be incorporated in any Contract resulting from the successful Proposer.

4. The extent and character of the services to be performed by the Proposer shall be subject to general control and approval of the City of South Fulton (COSF) General Services Manager or his authorized representative(s). The Proposer shall not comply with requests and/or orders issued by anyone other than the City of South Fulton General Services Manager or his authorized representative(s), including, but not limited to, the General Services Director acting within his/her authority for the City. Any change to the Contract must be approved in writing by the Director of Procurement of the City of South Fulton. Any modification or change to the Contract shall be effective only when authorized in writing by the City of South Fulton Director of Procurement and executed by both the City and the Contractor in accordance with the Contract.

5. The Proposer acknowledges and understands that its employees may have access to proprietary, business, or other confidential information belonging to the City of South Fulton. Therefore, except as required by law, the Proposer agrees that its employees will not:

5.1. Access or attempt to access data unrelated to their job duties or authorizations related to the Contract.

5.2. Access or attempt to access information beyond their stated authorization.
Disclose to any other person or allow any other person access to any information related to the City, any of its facilities, or any other user of the Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes, and/or any other transmission or sharing of data.

6. All Proposals shall be prepared in accordance with the requirements of this Request for Proposal (RFP) and shall meet or exceed the requirements set forth herein.

7. Time is of the essence. Time is of the essence in the performance of the Work under this Contract. The Contractor shall perform the Work diligently and complete the Project within the time specified in the Contract Documents. If the Contractor fails to timely perform the Work or otherwise fails to comply with the Contract requirements, the City may exercise any rights and remedies available under the Contract or applicable law, including requiring corrective action, withholding payment, terminating the Contract for default, or completing the Work through other means at the Contractor's expense, as permitted by the Contract.

8. By law, the City of South Fulton will not receive any materials, products, or chemicals that may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. The City will review this SDS, and if approved, the materials, products, or chemicals can be used. If the SDS is rejected, the Proposer must identify a substitute that will meet the City's criteria for approval.

9. The Proposer understands that the City, or others, may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies should such disclosure occur. Further, the Proposer understands that violations of this provision may result in Contract termination.

10. The Proposer further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the City of South Fulton General Services Manager's written consent and then only in strict accordance with prevailing laws. The Proposer shall hold all information provided by the City as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

11. The Contractor shall perform all Work in accordance with the following standards, as applicable for each category as detailed within the specific statement of works. Contractor shall hold all licenses, registrations, certifications, and permits required for each category of work awarded, including any required Georgia general contractor, utility, plumbing, electrical, mechanical, trade, or specialty licenses.



ATTACHMENT A REQUIRED FORM SUBMITTALS

F6.1 NON-CONFLICT OF INTEREST

By submitting a Proposal in response to this solicitation, the Proposer certifies that, to the best of its knowledge, no circumstances exist that would create a conflict of interest in the performance of the Work for the City of South Fulton.

The Proposer further certifies that no company or person, other than bona fide employees working solely for the Proposer, has been employed or retained to solicit or secure a Contract resulting from this Request for Proposal.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.2 NON-COLLUSION AFFIDAVIT

I,_____ of the City of _____, in the City of _____ , and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____

of the firm of _____.

The Proposer making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

_____

(Name of Proposer)

_____

(Signature of Proposer)

Subscribed and sworn to before me

This _____day of _____, 20_____.

_____

(Signature of Notary Public)

Notary Public of _____

My Commission expires_____, 20_____

F6.3 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

1 I am the _____ (2) of _____, (3) (hereinafter "Venturer");

2 Venturer is a partner and participation in the joint venture having submitted the Request for Proposal or Invitation to Proposal No. _____ for

RFP 27-01, Multiple Award On-Call Construction Services IDIQ

3 Venturer is organized and incorporated to do business under the laws of the State of ___; and

4 Said Request for Proposal No. _____was duly signed by said officer for and on behalf of said Venturer and the Proposer pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

_____

_____

_____

This _____ day of _____, 20____.

By:_____

Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is an LLP of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE PROPOSAL.

F6.4 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

By executing this affidavit, the undersigned Contractor 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 for services on behalf of City of South Fulton (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(b)(1). 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 subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b)(1). Contractor 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

_____
Name of Contractor

City of South Fulton,
Georgia 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: _____

F6.5 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT 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 the City of South Fulton, Georgia 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 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 Subcontractor to the contractor within five business days of receipt. If the undersigned Subcontractor receives notice of receipt of an affidavit from any Subcontractor that has contracted with a Subcontractor to forward, within five business days of receipt, a copy of such 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

_____
Name of Subcontractor

City of South Fulton, Georgia
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 _____, day of _____, 20____.

_____
Notary Public (Seal)

My Commission Expires: _____

F6.6 SUBCONTRACTOR, SUPPLIER, AND SPECIALTY REPAIR VENDOR INFORMATION FORM

The Proposer shall identify all proposed Subcontractors who shall be performing Work under the proposed Contract. The Proposer certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of the Work in the event that the Proposer is awarded a Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

_____

2. TYPE OF WORK: _____

_____

3. TYPE OF WORK: _____

_____

4. TYPE OF WORK: _____

_____

(Make additional copies as necessary)

F6.7 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, as an authorized agent of the Proposer, acknowledge that the Proposer shall comply fully and timely with all insurance requirements contained in the City's Request for Proposal No. 27-01, Multiple Award On-Call Construction Services IDIQ Proposer understands that it is responsible for communicating the City's insurance requirements to its insurance broker, agent, and carrier, and for furnishing compliant certificates of insurance and endorsements within the time required by the City following notice of Intent to Award or Contract transmittal. Proposer further acknowledges that failure to satisfy the City's insurance requirements within the time specified by the City may result in withdrawal of award, cancellation of negotiations, or other remedies permitted by law.

Date: _____, 20___.

Corporate Proposer

_____
Signature

Name: _____

Title: _____

_____
Notary Public (Seal)
My Commission Expires: _____

Non-Corporate Proposer

_____
Signature

Name: _____

Title: _____

_____
Notary Public (Seal)
My Commission Expires: _____

F6.8 DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to O.C.G.A. § 50-24-1, every public Contractor with 500 or more employees, and every subcontractor with 500 or more employees, must certify that they will provide a drug-free workplace.

By executing this certification, the undersigned certifies that the company named below complies with the Georgia Drug-Free Workplace Act and has implemented a program to maintain a drug-free workplace.

Signature: _____

Printed Name & Title: _____

Company Name: _____

F6.9 ISRAEL BOYCOTT CERTIFICATION

Pursuant to O.C.G.A. § 50-5-85, the State of Georgia requires that any company entering into a Contract valued at $100,000 or more with a company, as defined by applicable Georgia law, when the Contract relates to construction or the provision of services, supplies, or information technology, unless the Contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel.

For purposes of this certification, "Company" shall have the meaning provided in O.C.G.A. § 50-5-85 and generally includes a for-profit business entity that employs more than five persons, but excludes individuals and sole proprietorships.

By executing this certification, the undersigned, on behalf of the company identified below, certifies that:

1. The company is not currently engaged in a boycott of Israel; and
2. The company agrees that for the duration of this Contract, it will not engage in a boycott of Israel as defined by applicable Georgia law.

Executed on this ___ day of _____, 20___.

_____
Authorized Representative (Signature)

_____
Printed Name & Title

_____
Company / Firm Name

_____
Address

_____
Phone / Email

ATTACHMENT B
BONDING AND INSURANCE REQUIREMENTS

ATTACHMENT B
BONDING AND INSURANCE REQUIREMENTS

Insurance Application. These insurance requirements apply to construction, repair, maintenance, renovation, emergency response, professional design, and related services. The City may establish additional or higher insurance requirements in a Task Order based on project value, location, design responsibility, pollution exposure, hazardous operations, builders risk, property exposure, or funding requirements. No material reduction of insurance requirements is effective without written approval from City Risk Management.

1. **Surety Requirements.**
   Whenever a bond is required under this Contract or an individual Task Order, the bond shall be executed by a surety authorized and licensed to transact surety business in the State of Georgia and otherwise acceptable to the City. The Contractor shall utilize the bond forms provided by the City unless the City approves another form in writing.

2. **Task Order Bonding.**
   Payment and Performance Bonds shall be required on an individual Task Order basis when required by applicable Georgia law, including the Georgia Local Government Public Works Construction Law, O.C.G.A. Title 36, Chapter 91, the applicable funding source, the terms of the Task Order, City Risk Management, or the City.

   When required, the Contractor shall furnish a Payment Bond and Performance Bond, each in an amount equal to one hundred percent (100%) of the applicable Task Order price, before commencing Work under that Task Order. The bonds shall specifically identify the applicable Task Order and shall remain in effect through completion and acceptance of the bonded Work and for any additional period required by applicable law or the Contract Documents.

3. **Changes in Task Order Value.**
   If an approved Change Order or other authorized modification increases the value of a bonded Task Order, the Contractor shall obtain any required increase, rider, continuation certificate, or other modification necessary to maintain the Payment Bond and Performance Bond at one hundred percent (100%) of the revised Task Order price. The Contractor shall provide evidence of the increased bond coverage to the City before performing Work attributable to the increase, unless otherwise authorized in writing by the City.

4. **Failure to Furnish or Maintain Bonds.**
   Failure to timely furnish, increase, replace, or maintain a required Payment Bond or Performance Bond shall constitute grounds for the City to withhold

issuance of a Notice to Proceed, suspend Work, withdraw or terminate the affected Task Order, withhold payment as permitted by law and the Contract, declare the Contractor in default, or assign the Work to another Contractor, in addition to any other remedy available to the City.

5. Replacement or Additional Surety.

If at any time the City reasonably determines that a surety is no longer authorized to transact surety business in Georgia, or that a required bond has become insufficient or otherwise fails to satisfy the requirements of the Contract or applicable law, the Contractor shall, at its sole expense and within ten (10) calendar days after written notice from the City, furnish a replacement or additional bond acceptable to the City. No replacement of a surety shall release the Contractor or any existing surety from obligations previously incurred except as expressly approved by the City in writing.

B. **Insurance Requirements**

1. Statutory Workers' Compensation Insurance Employers Liability:
Bodily Injury by Accident - $1,000,000 each accident Bodily Injury by Disease - $1,000,000 policy limit Bodily Injury by Disease - $1,000,000 each employee

2. Commercial General Liability Insurance

2.1 $2,000,000 limit of liability per occurrence for bodily injury and property damage.

2.2 The following additional coverages must apply:

- **2.2.1** 1986 (or later) ISO Commercial General Liability Form
- **2.2.2** Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- **2.2.3** Blanket Contractual Liability
- **2.2.4** Broad Form Property Damage Including Pollution.
- **2.2.5** Severability of Interest
- **2.2.6** Personal Injury (deleting both Contractual and employee exclusions)

3. Professional Liability Insurance (Errors and Omissions)

The Contractor, or its design professional(s) performing engineering or other professional design services under this Contract, shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than **$1,000,000 per claim and $1,000,000 aggregate**, or such other limits approved by the City and Risk Management. Such insurance shall provide coverage for negligent acts, errors, and omissions arising out of the performance of professional services, including but not limited to engineering design, calculations, specifications, drawings, and related professional services performed in connection with this Contract.

Professional Liability Insurance shall be maintained continuously throughout the performance of the Work and for a period of not less than **three (3) years following final completion** of the Project. Upon request by the City, the Contractor shall provide evidence of such coverage.

3.1 Builders Risk. Each Task Order shall identify whether the City or Contractor is responsible for builders risk or installation floater coverage. When the Contractor is responsible, coverage shall apply on a completed value basis to the Work, materials, equipment, temporary Work, and property intended for incorporation into the Project. Coverage shall remain effective through Substantial Completion or another date stated in the Task Order. Coverage shall include bodily injury, property damage, cleanup costs, transportation, and disposal exposures, as applicable.

3.2 Contractors Pollution Liability: When a Task Order involves excavation, fuel, chemicals, contaminated soil, asbestos, lead, mold, hazardous materials, sewage, or another environmental exposure, the Contractor shall maintain Contractors Pollution Liability Insurance in the limits stated in the Task Order. Coverage shall include bodily injury, property damage, cleanup costs, transportation, and disposal exposures, as applicable.

4. Auto Liability Insurance

4.1 $1,000,000 limit of liability per occurrence for bodily injury and property damage.

4.2 Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.

4.3 Additional Insured Endorsement.

4.4 Contractual Liability.

5. The City of South Fulton (and any applicable Authority) shall be shown as an additional insured on General Liability, Auto Liability, and noted accordingly on the Certificate of Insurance.

6. The cancellation provision should provide 30 days' notice of cancellation.

7. Certificate Holder shall read:

City of South Fulton
5440 Fulton Industrial Blvd. SW South Fulton, GA 30336

8. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are

exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.

9. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific Proposal/Contract by project name and project/Proposal number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.

12. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the City.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor, subcontractor, supplier performing on site services, or specialty repair vendor performing material Work under the resulting Contract shall commence Work until all applicable insurance requirements have been satisfied and evidence of compliance acceptable to the City has been provided.

15. The Contractor shall agree to waive all rights of subrogation against the City, Council Members, its officers, officials, employees, and volunteers from losses arising from Work performed by the Contractor for the City.

16. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the Contractor or their insurer relating to a City project will be made available to the City upon their request.

17. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

18. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

19. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.

PERFORMANCE BOND

"City:" means the City of South Fulton, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "Owner").

"Project:" means **RFP 27-01, Multiple Award On-Call Construction Services IDIQ – Task Order No.___**

"Principal:" (Legal Name and Business Address), [Insert Name of Principal (hereinafter called the "Principal"]

_____

_____

Type of Organization ("X" one):_____Individual

_____Partnership

_____Joint Venture

_____Corporation

"Surety:" (Name and Business Address) _____

_____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" The Construction Agreement between the Principal and the Owner, dated_____day of____, 20 _____, regarding the performance of the Work for the Project, together with all Contract Documents incorporated therein.

"Penal Sum:" [100% of Task Order Price]_____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held, and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction -type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction – Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

2. Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible Proposer, arrange for a Contract between such Proposer and Owner and make available as the Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the Contract price, or any portion thereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Provider under the Contract, and any amendments thereto, less the amount paid by the Owner to the Principal; or, at the sole option of the Owner, and

3. Allow Owner to complete the Work and reimburse the Owner for all reasonable costs incurred in completing the Work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract,

including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors, or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq. and shall be interpreted to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36 -91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this___ day of.

PRINCIPAL:_____

By: _____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

_____
Secretary/Assistant Secretary

PAYMENT BOND

"City:" means the City of South Fulton, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "Owner").

"Project:" means **RFP 27-01, Multiple Award On-Call Construction Services IDIQ – Task Order No.___**

"Principal:" (Legal Name and Business Address), [Insert Legal name and Business Address (hereinafter called the "Principal"]

_____

_____

Type of Organization ("X" one):_____Individual

_____Partnership

_____Joint Venture

_____Corporation

"Surety:" (Name and Business Address) _____

_____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" The Construction Agreement between the Principal and the Owner, dated____day of____, 20 _____, regarding performance of the Work for the Project, together with all Contract Documents Incorporated therein.

"Penal Sum:" [100% of Task Order Price]_____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held, and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for the performance of the Work for the Project identified above.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall

promptly make payment to all persons working on or supplying labor or materials for the performance of said Work, this obligation shall be void, otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of Contract with the Principal or any subcontractor performing Work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations furnishing labor, materials, equipment, or services for the performance of the Work required under the Contract, including any amendments thereto, and each may maintain an action on this Bond as permitted by applicable law.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of_____.

PRINCIPAL:_____

By:

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

_____
Secretary/Assistant Secretary (Seal)



ATTACHMENT C – PROPOSAL COST FORM

ATTACHMENT C – PROPOSAL COST FORM

Cost and Technical Proposals must be submitted separately, electronically, via Bidnet. Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all labor, materials, equipment, engineering, supervision, testing, permits, bonds, insurance, overhead, profit, incidentals necessary to complete the Multiple Award On-Call Construction Services IDIQ.

The Proposer shall complete all pricing fields below. Incomplete pricing may render a Proposal non-responsive. All prices shall be fully burdened and inclusive of overhead, supervision, consumables, ordinary tools, administrative expense, profit, and all other costs necessary to perform the services unless expressly identified as a reimbursable item in this form. Cost plus percentage of cost pricing is prohibited.

CERTIFICATION OF NONCOLLUSION IN PROPOSAL PREPARATION

_____

(Signature)

(Date)

The City of South Fulton requires that all who enter into a Contract for the physical performance of services with the City of South Fulton must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in a manner, and such are conditions of the Contract.

In compliance with the requirements of this Request for Proposals (RFP), the undersigned Proposer hereby offers and agrees that, if its Proposal is accepted by the Mayor and City Council of the City of South Fulton within ninety (90) calendar days after the Proposal Opening Date, the Proposer will perform the Work and furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete the Project in accordance with the requirements of this RFP and the resulting Contract.

LEGAL BUSINESS NAME:

_____

*(If your company is an LLC, you must identify all principals to include address and phone numbers in your submittal)*_____

FED TAX ID_____

ADDRESS:

_____

REPRESENTATIVE SIGNATURE: _____

_____ PRINT

AUTHORIZED REPRESENTATIVE'S NAME: _____

_____ TELEPHONE NUMBER:

_____FAX: _____

_____ E-MAIL ADDRESS:

_____

EXHIBIT A – GENERAL TERMS AND CONDITIONS

GENERAL CONTRACT TERMS AND CONDITIONS

The following provisions are hereby incorporated into and made a part of this Request for Proposals (RFP). Any Contract awarded as a result of this solicitation shall be governed by these General Terms and Conditions, together with the requirements of this RFP, the resulting Construction Agreement, and all Contract Documents. By submitting a Proposal, the Proposer agrees to perform the Work and comply with the terms, conditions, and requirements set forth herein.

The successful Proposer shall execute the City's Construction Agreement, which shall govern the performance of the Work and incorporate the Contract Documents identified in this Request for Proposals.

1. GENERAL. These provisions establish the general contractual requirements applicable to this solicitation unless specifically modified by this RFP or the resulting Construction Agreement. In the event of a conflict between these General Terms and Conditions, the provisions of this RFP, the Construction Agreement, or the Contract Documents, the more specific provision shall govern.

2. ORDER OF PRECEDENCE. In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the following order of precedence shall govern the interpretation of the Contract Documents:
    1. Executed Contract Amendments and Change Orders, in order of most recent issuance.
    2. The executed Construction Agreement.
    3. City-issued Addenda.
    4. Special Conditions.
    5. These General Contract Terms and Conditions.
    6. Appendix A – Scope of Services.
    7. Approved Contractor-prepared design documents, plans, drawings, calculations, and specifications.
    8. Attachment C, Proposal Cost Form.
    9. Those portions of the Contractor's Proposal expressly accepted by the City and incorporated into the Contract.
    10. Any other documents expressly incorporated into the Contract.

    The Contractor's Proposal, qualifications, assumptions, clarifications, exceptions, exclusions, substitutions, or other modifications shall not amend, supersede, limit, diminish, or otherwise modify the City's requirements unless expressly accepted in writing and incorporated into the executed Construction Agreement or a written Contract Amendment executed by both parties.

3. METHOD OF SOURCE SELECTION. This procurement is being conducted in accordance with the City of South Fulton Code of Ordinances and applicable procurement law governing competitive sealed Proposals and negotiated procurements. The source selection method for this solicitation is a **Request for Proposal** using a best value evaluation process. The City may evaluate technical merit, experience, capacity, price, risk, references, service capability, and other factors stated in this RFP. The City may conduct clarifications, request supplemental information, establish a competitive range, conduct interviews or presentations, request Best and Final Offers, and negotiate final Contract terms, all as permitted by law and this solicitation.

4. SUBMISSION OF RESPONSES. Responses must be submitted for Proposal on-line via the City of South Fulton's BidNet portal at https://www.bidnetdirect.com/georgia/cityofsouthfulton. Response to Request for Proposal must be received no later than 2:00 p.m. on the date indicated.

5. STATE OF GEORGIA IMMIGRATION REQUIREMENT. Effective July 1, 2013, State law requires that all Contracts for the physical performance of services for all labor or service Contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, of the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The City cannot enter into a Contract for the physical performance of services unless the Contractor has registered with, is authorized to use and uses the Federal Work authorization program commonly known as E-Verify. Before a Proposal for any such services is considered by the City, the Proposal shall include a signed, notarized affidavit from the Contractor attesting the affiant has registered with, is authorized to use, and uses the Federal Work authorization program.

6. AMENDMENTS TO THE REQUEST FOR PROPOSAL. Any amendment to pricing is valid only if in writing and issued by the City.

7. ADDENDUM. Revision to the Request for Proposal issued by the City prior to the receipt of Proposals.

8. NON-COLLUSION. The Proposer certifies that this Proposal is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting a Proposal for the same work, labor, or services to be performed, or the materials and equipment to be furnished, and that this Proposal is, in all respects, fair and submitted without collusion or fraud.

   The Proposer further understands that collusive proposing is a violation of applicable federal and state law and may result in fines, imprisonment, and civil damages.

The Proposer agrees to abide by all conditions of this Request for Proposals (RFP) and certifies that the individual signing the Proposal is duly authorized to execute the Proposal on behalf of the Proposer.

9. CONFLICT OF INTEREST. Proposer states that no City officer or employee, nor any business entity in which they have an interest: a) Has an interest in the Contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting Contract; c) Will be employed in the performance of such Contract without immediate disclosure of such fact to the City.

10. BASIS OF AWARD. The City shall award to the Proposer(s) with the best overall technical and cost Proposal that complies with the provisions of the Request for Proposal. The following criteria may be considered by the City in selecting the most advantageous Proposal: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous Contracts; d) Financial ability to perform the Contract; e) Proposed pricing; f) Proposer preferences. The City reserves the right to cancel the solicitation and to reject any or all Proposals, in whole or in part. The City is not bound to accept any Proposal if it determines that rejection is in the best interest of the City.

11. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.
Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Proposer may offer any equivalent product which meets or exceeds the specifications. If Proposals are based on equivalent products, the Proposal must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The City reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If the Proposer does not identify an approved equivalent in its Proposal, the Proposer shall furnish the product, material, or system specified in the Contract Documents.

Post-Award Substitutions. After award, no substitution of an approved product, material, equipment item, manufacturer, system, or specified construction method shall be made without the City's prior written approval. The Contractor shall provide sufficient technical information for the City to determine equivalency and shall be responsible for costs, schedule impacts, redesign, coordination, testing, or other consequences resulting from a Contractor-requested substitution unless otherwise approved in writing by the City.

12. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of South Fulton and its elected and appointed officials, officers, employees, agents, departments, successors, and assigns from and against claims, damages, losses, liabilities, judgments, penalties, fines, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from Contractor's performance of the Work, breach of the Contract, violation of law, or negligent or wrongful acts or omissions of Contractor, its design professionals, Subcontractors, suppliers, employees, agents, or persons for whom Contractor is responsible.

13. TAXES. The City of South Fulton is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

14. DELIVERY, STORAGE, AND HANDLING OF MATERIALS. The Contractor shall be responsible for the delivery, receipt, unloading, storage, protection, and handling of all materials, equipment, and supplies necessary to perform the Work. The Contractor shall protect all materials from damage and deterioration and shall replace any damaged or defective materials at no additional cost to the City.

15. RIGHTS AND REMEDIES OF THE CITY UPON CONTRACTOR DEFAULT. If the Contractor fails to perform the Work in accordance with the requirements of the Contract Documents, or otherwise defaults in the performance of its obligations, the City may provide written notice specifying the nature of the default and requiring the Contractor to cure the default within the time specified by the City or as otherwise provided in the Contract.

    If the Contractor fails to timely cure the default, the City may, in addition to any other rights and remedies available under the Contract or applicable law:

    1. Require the Contractor to correct defective or nonconforming Work at no additional cost to the City.
    2. Withhold payment until the deficiency is corrected.
    3. Perform, or cause others to perform, the corrective Work and deduct the associated costs from amounts otherwise due to the Contractor.
    4. Terminate the Contract for default in accordance with the Contract.
    5. Pursue any other remedy available under the Contract or applicable law.

    The rights and remedies of the City set forth herein are cumulative and are in addition to all other rights and remedies provided by the Contract or applicable law.

16. CONTRACTOR PERFORMANCE AND FUTURE TASK ORDER ELIGIBILITY. The City may document Contractor performance under individual Task Orders, including quality, timeliness, safety, responsiveness, cost control, documentation, regulatory compliance, and corrective-action history. Documented performance may be considered in

future Task Order assignments as permitted by the Contract. Repeated or material performance deficiencies may result in corrective action, bypass of the Contractor for future assignments, suspension from Task Order assignments, or termination in accordance with the Contract. Removal or suspension from future assignments does not relieve the Contractor of obligations under active Task Orders, warranties, or other surviving Contract requirements.

17. PAYMENT APPLICATIONS AND PAYMENT TERMS. The Contractor shall submit monthly Applications for Payment in accordance with the Construction Agreement. Each Application for Payment shall be based upon the approved Schedule of Values and shall accurately reflect the percentage of Work completed as of the date of the application.
The City shall process properly submitted and undisputed payment applications in accordance with the executed Construction Agreement and applicable Georgia law. The City may reject or dispute an invoice that lacks required supporting documentation, includes unauthorized Work, contains inaccurate quantities, applies unapproved rates or markups, or seeks payment exceeding the applicable Task Order or Purchase Order. Payment does not constitute acceptance of defective or nonconforming Work and does not waive the City's audit, warranty, setoff, correction, or recovery rights.

18. RECORDS and AUDIT. The Contractor shall maintain complete records supporting all amounts charged under the Contract, including payroll, labor classifications, time records, equipment records, material invoices, subcontractor invoices, quotations, purchase orders, credits, rebates, discounts, markups, quantity records, testing records, and Change Order documentation. The City and its auditors may inspect, copy, and audit such records during the Contract and for five years after final payment, or longer when required by law, litigation hold, audit requirement, funding condition, or Task Order. Audit rights extend to all Subcontractors and lower tier entities. The Contractor shall include equivalent audit provisions in every subcontract. If an audit identifies an overpayment, unsupported cost, prohibited markup, duplicate charge, or other amount not due, the Contractor shall reimburse the City within thirty calendar days after written demand. Audit rights survive expiration and termination.

19. MARKUPS and REIMBURSABLE COSTS. Markups apply only to actual, reasonable, documented, third party costs expressly authorized by the Task Order. Markups shall not be compounded. No markup may be applied to taxes from which the City is exempt, contractor owned equipment already priced through an approved rate, previously marked up costs, insurance required by the Contract, correction of defective Work, or unauthorized Work. Rebates, refunds, discounts, credits, and allowances attributable to City Work shall reduce the amount invoiced to the City.

At a minimum, each Application for Payment shall include, as applicable:

1. Approved Schedule of Values.
2. Percentage of Work completed.
3. Documentation supporting payment for stored materials.
4. Updated construction schedule.
5. Certified payroll records, when required.
6. Subcontractor payment information.
7. Conditional and final lien waivers, where legally appropriate.
8. Testing and inspection records supporting the Work completed.
9. Approved Change Orders incorporated into the Application for Payment.

The City may withhold retainage and any other amounts permitted by the Construction Agreement or applicable Georgia law. Payment by the City shall not constitute acceptance of defective, incomplete, unauthorized, or nonconforming Work, nor shall it relieve the Contractor of its obligations under the Contract.
Applications for Payment shall identify the applicable Contract number and, if issued by the City, the Purchase Order number, and shall be submitted to:

City of South Fulton
Finance Department – Accounts Payable
4715 Frederick Drive
South Fulton, GA 30336

Or
Email: AccountsPayable@CityofSouthFultonGa.Gov

Payments shall be made in accordance with the Construction Agreement.

20. LEGAL REQUIREMENTS. Federal, State, County, and local ordinances, rules, regulations, and policies shall govern development, submission, and evaluation of Proposals, as well as any disputes arising from this Request for Proposal (RFP). Lack of knowledge of applicable laws, ordinances, rules, regulations, or policies by any Proposer shall not constitute a defense.

21. ASSIGNMENT. Any Contract pursuant to this Request for Proposals shall not be assigned, transferred, or otherwise conveyed by the Contractor without the prior written consent of the City. The Contract shall not become an asset in any bankruptcy, receivership, or guardianship proceeding except as permitted by applicable law.

22. CHANGE ORDERS. The Contractor shall not perform changed, additional, or extra Work without a written Change Order executed by City officials possessing actual authority to bind the City.

When requesting a Change Order, the Contractor shall submit a written proposal identifying, at a minimum:

1. A description of the proposed change in scope.
2. An itemized breakdown of labor, materials, equipment, subcontractor costs, overhead, and profit.
3. Supporting subcontractor quotations, when applicable.
4. The impact of the proposed change on the Contract Time.
5. Any additional documentation reasonably requested by the City.

Work performed before execution of an approved Change Order shall be performed at the Contractor's sole risk and shall not be compensable unless otherwise authorized in writing by the City in accordance with the Contract.

Change Management Documents:
For purposes of this Contract:

- Field Directive – A written directive issued by the City directing the Contractor to proceed with specific Work without immediately establishing any adjustment to the Contract Price or Contract Time.
- Construction Change Directive – A written directive authorizing the Contractor to proceed with changed Work before execution of a Change Order when specifically authorized under the Construction Agreement.
- Change Order – A written modification to the Contract executed by officials possessing actual authority to bind the City and the Contractor that adjusts the Contract Price, Contract Time, Scope of Work, or any combination thereof.
- A City employee, inspector, consultant, project manager, or department representative does not possess authority to modify the Contract unless that authority has been expressly granted by law, ordinance, or written delegation. The Contractor shall verify authority before performing changed or additional Work. Knowledge, inspection, presence, silence, oral direction, or acceptance by a person lacking actual authority does not obligate the City to pay for unauthorized Work.

23. DIFFERING SITE CONDITIONS. The Contractor shall promptly provide written notice to the City before disturbing any concealed or unknown physical condition that materially differs from those ordinarily encountered and generally recognized as inherent in Work of the character required by this Contract.

The Contractor shall preserve the condition in its original state to the maximum extent practicable to allow the City an opportunity to inspect and evaluate the condition before corrective or additional Work is performed.

The Contractor shall provide all documentation reasonably requested by the City to support any request for an adjustment to the Contract Price or Contract Time.

No adjustment to the Contract Price or Contract Time shall be considered unless the Contractor complies with the notice, preservation, and documentation requirements of this Contract.

24. HAZARDOUS OR UNKNOWN MATERIALS. If the Contractor encounters suspected hazardous, contaminated, regulated, or unknown materials not identified in the applicable Task Order, the Contractor shall immediately stop affected Work, secure the affected area, avoid further disturbance, and notify the City's designated representative. The Contractor shall not resume affected Work until authorized in writing by the City and applicable safety, environmental, and regulatory requirements have been addressed.

25. CONTRACTOR CLAIMS. The Contractor shall provide written notice seven (7) calendar days after the event giving rise to the claim or within another period stated in the Task Order. The notice shall identify the event, contractual basis, known facts, estimated cost, estimated schedule effect, mitigation undertaken, and relief requested. Within twenty-one (21) calendar days after the initial notice, the Contractor shall submit complete supporting documentation unless the City approves additional time. Failure to provide timely notice and supporting documentation waives the claim to the extent the City is materially prejudiced by the failure. Pending resolution, the Contractor shall continue performing undisputed Work unless the City directs otherwise in writing. No claim is valid based solely on oral direction, constructive acceleration, cumulative impact, loss of productivity, or delay without contemporaneous supporting records.

Dispute Escalation. Before commencing litigation concerning a Contractor claim, the Contractor shall first submit the dispute to the City's designated project representative for review. If unresolved, the dispute shall be submitted to the appropriate department director or designee and thereafter to the Procurement Director or designee for administrative review. Participation in this escalation process shall not waive any defense, immunity, notice requirement, limitation, or other right available to the City, nor shall it authorize the Contractor to suspend performance of undisputed Work.

26. GOVERNING LAW and VENUE. Georgia law governs the Contract without regard to conflict of law principles. Any legal action arising from the Contract shall be filed in a court of competent jurisdiction serving Fulton County, Georgia, unless applicable law requires another forum. Nothing in the Contract constitutes a waiver of sovereign

immunity, governmental immunity, official immunity, statutory limitation, notice requirement, defense, or privilege available to the City or its officials and employees.

27. REJECTION OF PROPOSAL. Proposals may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals or other irregularities of any kind. The City reserves the right to waive minor technicalities or irregularities of a Proposal.

28. TERMINATION. In the event the Contractor fails to comply with any provision of the Contract, the City may provide written notice of default specifying the nature of the violation. Unless the Contractor cures the default or makes satisfactory arrangements acceptable to the City within ten (10) calendar days after receipt of such notice, the City may terminate the Contract for default.

The City also reserves the right to terminate the Contract, in whole or in part, for its convenience by providing thirty (30) calendar days' written notice to the Contractor.

Task Order Termination. The City may suspend, cancel, or terminate an individual Task Order without terminating the Master Agreement. Upon receipt of written notice, the Contractor shall discontinue the affected Work as directed, protect completed and partially completed Work, mitigate additional costs, and cancel or assign outstanding commitments as directed by the City. The Contractor shall submit documentation supporting amounts properly due for authorized Work performed through the effective date of termination. The Contractor shall not be entitled to anticipated profit on unperformed Work.

29. SUSPENSION of WORK. The City may direct the Contractor to suspend all or part of the Work for safety, funding, operational, legal, performance, weather, site, or public interest reasons. The Contractor shall immediately secure the site, protect the Work, mitigate costs, and follow the City's written instructions. A suspension does not entitle the Contractor to additional compensation or time unless the City approves an adjustment through a written Change Order.

30. FORCE MAJEURE AND EXCUSABLE DELAY. Neither party shall be responsible for delay in performance to the extent caused by an event beyond the reasonable control of the affected party that could not reasonably have been anticipated, avoided, or overcome through commercially reasonable efforts. The affected party shall promptly provide written notice describing the event, anticipated effect on performance, mitigation measures, and expected duration. The Contractor shall use reasonable efforts to mitigate delay and resume performance as soon as practicable. An excusable delay may support an extension of Contract Time when approved by the City in writing but shall not entitle the Contractor to

additional compensation unless expressly authorized by the Contract or an approved Change Order.

31. DEBARMENT. If a Proposer is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Proposer must provide the City with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in disqualification of your Proposal from consideration or termination of the Contract, if awarded.

32. RIGHT TO PROTEST. Any actual Proposer or offeror that has submitted a Proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the Contract shall protest in writing to the Procurement agent after the date that the specific Proposal is submitted. No protest will be accepted or considered prior to the date the specific Proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protest arising from factual or legal bases that the protestor knew or should have known prior to the submission of the Proposal must be submitted within three business days of the submission of the Proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the Proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the Contract. Untimely protests will not be considered by the Procurement Agent and will be simply denied as untimely. Decisions on timeliness by the Procurement Agent are not appealable.

33. OWNERSHIP AND USE OF PROJECT DOCUMENTS. To the extent permitted by law and subject to any rights expressly identified in the applicable Task Order, reports, photographs, field documentation, record drawings, as-built information, schedules, calculations, and other project-specific deliverables prepared specifically for the City under a Task Order shall be provided to the City and may be used by the City for operation, maintenance, repair, documentation, audit, and other municipal purposes. The Contractor shall identify any pre-existing proprietary materials incorporated into a deliverable and any limitations applicable to their use.

34. BINDING AUTHORITY. By submitting a Proposal, the Proposer certifies that the individual executing the Proposal is authorized to bind the Proposer and that the Proposal constitutes an offer to enter into the resulting Contract in accordance with the requirements of this RFP.

35. WARRANTY. Contractor warrants that the Work will be new, complete, free from defects, and performed in accordance with the Contract Documents, approved design documents, applicable codes, manufacturer requirements, and accepted construction practices.


CITY OF
South
Fulton
A City on the RISE!