Form 3
Disclosure Form and Questionnaire

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, and joint ventures.

2. "Affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.

3. "Control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: **Bid No. 2013-001 Vertical Transportation Replacement Phase III Logistics and Coordination Project.** Describe accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.

2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.

3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.

4. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations.

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

   (a) Whether Proponent, or affiliate, currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.

   (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and

   (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.

7. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.

8. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

9. **Contractor Required to Certify Satisfaction of all Underlying Obligations.** Before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

10. **Certification of Independent Price Determination.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Proponents

shall identify a person having authority to sign for the Proponent who shall certify, in writing, as follows:

"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Proponent/offeror."

11. **Prohibition on Kickbacks or Gratuities.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

    (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

    (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

    (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

12. **Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the contractor agrees as follows:

(a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

(b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

(c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

(e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the

city may request the United States to enter into such litigation to protect the interests of the United States.

(f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

(g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Date:_____

Corporate Proponent:

[Insert Corporate Name]

_____

By:_____
Name:_____
Title:_____

_____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:

[Insert Proponent Name]

_____

By:_____
Name:_____
Title:_____

_____

Notary Public (Seal)
My Commission Expires:_____