CITY OF ATLANTA
ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Please be advised that sealed Proposals for **FC-5699, Workers' Compensation Administration, Healthcare, and Litigation Management** will be accepted by the Department of Procurement ("**DOP**"), Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303, on **Wednesday, May 2, 2012**. All Proposals submitted must be sealed, and time stamped in no later than 1:59 p.m. on the stated date.

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.****

The names of the Proponents will be publicly read at 2:00 p.m. on the respective due date in Suite 1900, at the above address.

SCOPE OF WORK: The City of Atlanta (the "**City**") is soliciting proposals from qualified Proponents to provide consulting services for the Department of Finance. Details can be found in the Request for Proposal ("**RFP**") package.

A **Pre-Proposal Conference** will be held on **Wednesday, April 18, 2012, at 10:00 a.m.**, at 55 Trinity Avenue S.W., Suite 1900 Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide the Proponents with information regarding the project and to address any questions and concerns. There will be City representatives from the Department of Finance, the Office of Contract Compliance to address the Equal Business Opportunity and Equal Employment Opportunity Requirements, and the Office of Risk Management to address any bonding/insurance requirements. Proponents are strongly urged to attend the Pre-Proposal Conference to obtain general information regarding the solicitation document.

General instructions, plans and/or specifications for submitting proposal packages for this project will be available for review/purchase at a cost of **$50.00** as of **Tuesday, April 3, 2012,** between the hours of 8:15 a.m. - 5:00 p.m., in the DOP's Plan Room, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia. Payment for the documents represents production costs; therefore, payment is non-refundable.

This RFP is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Mr. Wendell Bryant, Contracting Officer at wambryant@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

If you have any questions regarding this project, please contact Mr. Wendell Bryant, Contracting Officer, at (404) 330-6127, or by e-mail at wambryant@atlantaga.gov . Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the absolute right to reject any and all Proposals and to waive any technicalities.

REQUEST FOR PROPOSALS

FC-5699, WORKERS' COMPENSATION ADMINISTRATION, HEALTHCARE, AND LITIGATION MANAGEMENT

Atlanta, Georgia

Kasim Reed
Mayor
City of Atlanta

J. Anthony "Jim" Beard
Commissioner
Department of Finance

Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
asmith@atlantaga.gov

April 3, 2012

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("**DOP**"), a proposal for **FC-5699, Workers' Compensation Administration, Healthcare, and Litigation Management.** The City of Atlanta (the "**City**") is soliciting bids from qualified firms to consult with the Department of Finance on the administration of the City's workers' compensation program and any healthcare and/or litigation management related to the same which is detailed in the Scope of Work.

A **Pre-Proposal Conference** will be held on **Wednesday, April 18, 2012, at 10:00 a.m.**, in the DOP's Conference Room at 55 Trinity Avenue, Atlanta, GA 30303, in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Finance, Office of Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. All Proponents are urged to attend the Pre-Proposal Conference.

The last date to submit questions is Friday, April 20, 2012, at 9:00 A.M. EST. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 1:59 p.m., Wednesday, May 2, 2012.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.****

This project is an eligible project as defined in § 2-1443 of the Atlanta City Code of Ordinances, and no proposal shall be accepted unless the proposal is submitted by an eligible proponent as approved by the Office of Contract Compliance.

Proponents' names will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

This RFP is being made available by electronic means. If accepted by such means, then the bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to Mr. Wendell A. M. Bryant, Contracting Officer, at wambryant@atlantaga.gov to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The RFP document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $50.00 per package as of Tuesday, April 3, 2012, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Wendell A. M. Bryant, Contracting Officer, at (404) 330-6127, or by email at wambryant@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

Adam L. Smith

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Department of Finance ("DOF"), seeks to procure the following services ("Services"): the overall administration of workers' compensation including and healthcare and litigation management. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement ("Services Agreement"); Contract No. FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management, included in this RFP at Part 5.[1]

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

3. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent team member (Service Provider Key Personnel) shall have a minimum of five (5) years experience within the last eight (8) years in the administration of workers' compensation programs and the management of healthcare and litigation related to workers' compensation programs. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

5. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 1:59 p.m., EST (as verified by the Bureau of National Standards) on Wednesday, May 2, 2012. Any Proposal received after this time will not be considered and will be rejected and returned.

6. **Pre-Proposal Conference:** Each Proponent is strongly urged to attend the Pre-Proposal Conference scheduled for Wednesday, April 18, 2012, at 10:00 A.M., at

[1] All capitalized terms contained in the Services Agreement are incorporated into this RFP.

55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to full investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

7. **Proposal Guarantee:**

7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Wendell A. M. Bryant, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **wambryant@atlantaga.gov**, on or before Friday, April 20, 2012 @ 9:00 A.M. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set

forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 2; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 5; Proof of Insurance and Bonding Capacity. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

14. **Examination of Proposal Documents:**

14.1. Each Proponent is responsible for examining with appropriate care the complete RFP and 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 Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

14.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal 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 Proponents who have obtained the RFP from City.

14.3. 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. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

14.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.

15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

16. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

17. **Illegal Immigration Reform and Enforcement Act**: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to Act, the Proponent 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. A completed Contractor Affidavit, set forth in Part 5; Appendix C; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at Part 5, Appendix C.

18. **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

   1.1. Informational Proposal; and
   1.2. Cost Proposal (Form provided by City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
   1.3. The informational Proposal must be limited to 50 pages, not including the required submittals (forms, resumes, recommendation letters, etc.)
   1.4. The Informational Proposal must be tabbed by the required submittal listed in section 3.0 of this document.

2. **Informational Proposals:** An Informational Proposal is comprised of 2 sources of information:

   2.1. information drafted and provided by a Proponent (to be submitted in a Volume I to a Proposal); and
   2.2. Information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP (to be submitted in a Volume II to a Proposal). Volume I and Volume II should be in the same binder, labeled, and tabbed where appropriate and possible.

3. **Information Required to Be Included in Informational Proposal:**

   3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:

      3.1.1. Information Drafted And Provided By A Proponent: This information should be included in a Volume I to a Proposal:

         3.1.1.1. Executive Summary;
         3.1.1.2. Organizational Structure/Resumes of Key Personnel;
         3.1.1.3. Overall Experience, Qualifications and Performance on Previous Similar Projects; and
         3.1.1.4. Management Plan.

      3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in a Volume II to a Proposal:

         3.1.2.1. Forms attached to this RFP at Part 4:

            3.1.2.1.1. Form 1; Proponent Contact Directory;

3.1.2.1.2. Form 2; Proponent Financial Statements and Other Financial Information;
3.1.2.1.3. Form 3; Disclosure Form and Questionnaire;
3.1.2.1.4. Form 4; Acknowledgment of Insurance and Bonding Requirements;
3.1.2.1.5. Form 5; Proof of Insurance Coverage and Bonding Capacity;
3.1.2.1.6. Form 6; Acknowledgment of Addenda; and,
3.1.2.1.7. Form 7; List of Clients.

3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:

3.1.2.2.1. Exhibit A.1-Cost Proposal;
3.1.2.2.2. Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;
3.1.2.2.3. Appendix C; Miscellaneous Forms; and
3.1.2.2.3.1. Georgia Illegal Immigration Reform and Enforcement Act Forms.

3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.2.1. Executive Summary.

3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.2. **Organizational Structure.** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.2.1.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.2.1.2. providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.2.1.3. providing the names of proposed candidates for each function on the chart.

3.2.3. Key Personnel/Resumes:

3.2.3.1. Identify and provide resumes for the individuals that the Team will use to fill the following positions:

3.2.3.1.1. Senior Project Manager/Account Manager ;
3.2.3.1.2. Claims Supervisor;
3.2.3.1.3. Claims Adjusters/Examiners; and any
3.2.3.1.4. Support Staff Members.

3.2.3.2. Resumes should be organized as follows:

3.2.3.2.1. Name and Title;
3.2.3.2.2. Professional Background;
3.2.3.2.3. Current and Past Relevant Employment;
3.2.3.2.4. Education;
3.2.3.2.5. Certifications;
3.2.3.2.6. List of (5) Relevant projects, including:
- 3.2.3.2.6.1. Client Name;
- 3.2.3.2.6.2. project description;
- 3.2.3.2.6.3. role of the individual;
- 3.2.3.2.6.4. project actual or expected completion date; and
- 3.2.3.2.6.5. Client List/Reference Contact.

3.2.3.3. For each Resume provided, each Proponent must provide a <u>minimum</u> of two, one to two page letters of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

3.2.3.3.1. the role the individual held in the project;
3.2.3.3.2. the original contract schedule to start and complete the project;
3.2.3.3.3. the actual start and completion dates of the project;
3.2.3.3.4. whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and
3.2.3.3.5. the quality of the facility's operation since the Client's acceptance at turnover.

3.2.3.4. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.4. Overall Experience, Qualifications and Performance on Previous Projects.

3.2.5. **Management Plan.** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

3.2.5.1. Proponent's approach to team leadership;
3.2.5.2. how the Proponent will:
3.2.5.2.1. ensure proper communications among pertinent project team members;
3.2.5.2.2. assure the City that each scope of Services will kept within any established time and budget constraints;
3.2.5.2.3. establish and maintain the necessary cooperative relationships;
3.2.5.2.4. coordinate all necessary project activities within that team relationship; and
3.2.5.2.5. identify the tools that are intended to be used to manage these project elements;
3.2.5.3. Proponent's proposed method to:
3.2.5.3.1. Identify and resolve issues during the project duration; and
3.2.5.3.2. Make critical decisions.
3.2.5.4. Ability to comply with the City's legal and ethical requirements.

3.3. Cost Proposal. Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. Submit one (1) stamped "Original" and seven (7) copies in a separate envelope).

4. Submission of Proposals:

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management, and the name and address of the Proponent. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPB
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

4.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12–point font size and

such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and seven (7) copies of its Cost Proposal with its Information Proposal.

5. **Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet[2]	Check (√)
	FORMS TO BE SUBMITTED WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	**Form 1; Proponent Contact Directory**	
2.	**Form 2; Proponent Financial Statements and Other Financial Information**	
3.	**Form 3; Disclosure Form and Questionnaire**	
4.	**Form 4; Acknowledgement of Insurance and Bonding Requirements**	
5.	**Form 5; Proof of Insurance Coverage and Bonding Capacity**	
6.	**Form 6; Acknowledgment of Addenda**	
7.	**Form 7; List of Clients**	
8.	**Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia**	
	DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:	
1.	**Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)**	
2.	**Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO Forms 1, 2, 3 and4 (to be completed by Proponent and submitted with Proposal)[3]**	
3.	**Appendix D; Miscellaneous Forms**	
4.	**Form 1; Georgia Illegal Immigration Reform and Enforcement Forms (to be completed by Proponent and submitted with Proposal)**	

[2] This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.
[3] Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
5	**Executive Summary**	
15	**Organization/Resumes of Key Personnel**	
20	**Management Plan**	
20	**Overall Experience, Qualifications and Performance on Previous Similar Projects**	
15	**OCC Programs**	
10	**Financial Capability**	
15	**Cost Proposal**	
100%	**TOTAL SCORE**	

Part 4; Submittal Forms

FORM 1
PROPONENT CONTACT DIRECTORY[4]

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

[4] The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

FORM 2[5]: Proponent Financial Statements and Other Financial Information

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms 2 to be included in the RFP.

ALL FIGURES IN U.S. DOLLARS (US$)

1. Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

   Standard currency of Company's Financial Statement: . . . . . .

   The exchange rate used: ..... = US $.....

	Year ____ (million)	Year ____ (million)	Year ____ (million)
Current Assets	US$.....	US$.....	US$.....
Current Liabilities	US$.....	US$.....	US$.....
Working Capital	US$.....	US$.....	US$.....
Total Assets	US$.....	US$.....	US$.....
Total Liabilities	US$.....	US$.....	US$.....
Net-Worth	US$.....	US$.....	US$.....

The above figures are to be prepared and attested to by a Certified Public Accountant

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2. Total value of the balance of work in hand:

   US $.....

3. Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

---

[5] Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

Name of Bank, Address, Telephone and Fax numbers	Amount (US$)
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
Total	.....

4. Amounts of manufacturing and/or construction work for the last five years.

Year ____ (million)	Year ____ (million)	Year (million)	Year _____ (million)	Year _____ (million)
US$.....	US$.....	US$.....	US$.....	US$.....

5. (a) Please attach copies of the Company's most recent (3) three-years audited financial statements certified by a Certified Public Accountant, licensed accountant and other financial data which you consider to be useful. Proponents should demonstrate financial capability by providing the following documentation for each member of the proponent's team:

   Annual reports and financial statements including income statements, balance sheets, and changes in financial position.

   The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

   Providing banking or other institutional lenders references, and provide any other information that the Proponent may deem appropriate to reflect its financial capability.

   (b) Please attach the statement from the banks confirming the Company's credit lines available for the Project.

   (c) Proponents are required to submit hard copies of all of the above financial conditions.

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, joint venturers and first-tier subconsultants.

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: FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management,. 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.

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

6. 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, except for de minimus dollar amounts.

7. 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.

10. 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.

11. 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.

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:_____

Form 4; Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management,, Proponent shall comply completely and promptly with all insurance and bonding requirements contained in the Form of Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance and bonding contained in the Form of Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

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:_____

Form 5; Proof of Insurance Coverage and Bonding Capacity

PROJECT; FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management

INSURANCE COVERAGE AND BONDING CAPACITY

CITY OF ATLANTA, GEORGIA

Proponent shall provide the City with satisfactory evidence of the Proponent's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Georgia to transact Surety business in the State of Georgia. Proponent shall submit this form with its Proposal.

SURETY:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

BONDING CAPACITY IS:_____

INSURER:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

Proponent is required to submit a letter from the Company providing insurance and bonds for this project certifying that the Company will provide insurance and bonds in accordance with the terms set forth in Appendix B.

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:_____

Form 6; Acknowledgment of Addenda

Acknowledgement of Addenda

Bidders/Proponents must sign below and return this form with Bids/Proposals to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for FC-5699; Workers' Compensation Administration, Healthcare, and Litigation Management:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

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:_____

Form 7; List of Clients[6]

Proponents should provide a list of at least five (5) clients as references using the following format:

1. Client: Name
   Address
   City, State, Zip
   Phone
   Fax

   Project: Conference Management Services

   Contact Person: Mr. John Doe
   (404) 555-5555

   Date(s) of Project: August 12, 2000 to August 19, 2001

   Description/Summary of Services:

   Cost/Amount of Contract:

   Firm's Role: Responsible for etc.

   Completion Status (If previous/past client, please explain what severed the relationship):

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2. (Next Client)

[6] Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.

Part 5; Services Agreement

DRAFT

MASTER PROFESSIONAL SERVICES AGREEMENT; CONTRACT NO. FC-5699

This Master Professional Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Consultant") set forth below.

Contract Name: Workers' Compensation Administration, Healthcare and Litigation Management	**Contract No. FC-5699**
Consultant	**City of Atlanta**
Name:	**Using Agency: Department of Finance**
Address:	**Address: 68 Mitchell Street, S.W. Atlanta, GA 30303**
Phone:	**Phone:**
Fax:	**Fax:**
Authorized Representative:	**Authorized Representative:**

1. Background.

1.1 City desires to obtain from Consultant the services ("Services") described generally on **Exhibit A** attached and further described on task orders (individually, a "Task Order" and, collectively, the "Task Orders") that may be executed and attached collectively as **Exhibit A.2** from time to time. Consultant shall not provide any services except as specifically provided in a Task Order.

1.2 The total amount of payments by City under this Agreement shall not exceed $_____ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Consultant of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount"). In addition, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

1.3 Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for services for which charges are established in this Agreement. Consultant shall promptly proceed with the

services set forth in any such Task Order. If City solicits a proposal from Consultant for a Task Order, Consultant shall submit its proposal with a Task Order containing all the necessary terms and executed by Consultant. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.

1.4 City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be _3__years. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [_3__] additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within ___ days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order: [1]

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
5. Exhibit B - Definitions

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[1] For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements
9. Appendix B - Insurance and Bonding Requirements
10. Additional Contract Documents

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 Description of Services. Consultant agrees to provide to City the Services per this Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Consultant and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document"). [2] All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:

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[2] Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

(a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Consultant which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Consultant pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.

Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Consultant describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Consultant shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Consultant.

5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Consultant shall, in good faith, evaluate such proposed Change Request. If City and Consultant are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to

resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Consultant's Obligations.

6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Consultant Authorized Representative. Consultant designates the Consultant Authorized Representative named on page 1 of this Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later that seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Contract of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Contract. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Contract any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Consultant will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Consultant Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

6.6.2 The following Persons are identified by Consultant as Key Subcontractors under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

6.6.3 Consultant shall not transfer, reassign or replace any Consultant Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Consultant's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service,

document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Consultant any amount in addition to the Charges set forth in an applicable Task Order for Consultant's provision of the Services. Consultant Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on **Exhibit A.1** Compensation.

8.2 Invoices. Consultant shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Consultant shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant's performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

8.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.8 Payment of Other Persons. Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all subcontractors,

materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

9. Consultant Representations and Warranties. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Consultant warrants to City that:

9.1 Authority. Consultant is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of Services by Consultant is pending or threatened.

9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order,.

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10. Compliance with Laws.

10.1 General. Consultant and its subcontractors will perform the Services in compliance with all Applicable Laws

10.2 City's Socio-Economic Programs. Consultant shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Consultant will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully

paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Consultant assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to City, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in City by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates City as Consultant's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Consultant's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

13.1.3 Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Consultant.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Consultant will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Consultant.

14.1 General Indemnity. Consultant shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Consultant Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any

Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant.

14.2 **Intellectual Property Indemnification by Consultant.** Consultant shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; or (d) any claim involving a violation of any Applicable Law concerning

homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Consultant shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Consultant, terminate this Agreement or any Task Order:

(a) for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Consultant that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled **"Termination by City for Cause"**, Consultant will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its

debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this

Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

20. General.

20.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Consultant and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from

recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

SIGNATURE AUTHORITY

An authorized signature below by the City and by the Contractor indicates the acceptance of the terms of this Agreement.

This Contract embodies the entire Agreement between the City and the Contractor. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in the Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement by their duly authorized officers, as of the date first written above.

[Signatures on Following Pages.]

CITY OF ATLANTA:

By:_____

Mayor

ATTEST:

_____

Municipal Clerk (SEAL)

RECOMMENDED:

_____

Department of Finance

APPROVED:

_____

Chief Procurement Officer

APPROVED AS TO FORM:

_____

Assistant City Attorney

[Entity Name]

By:_____

President/Vice President

ATTEST:

_____

Corporate Secretary/Asst. Secretary
(affix seal)

EXHIBIT A
GENERAL SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES & ADDITIONAL COMPENSATION TERMS
REQUEST FOR PROPOSALS ("RFP") FOR
FC-5699 WORKERS' COMPENSATION ADMINISTRATION, HEALTHCARE, AND LITIGATION MANAGEMENT

I. INTRODUCTION

The City of Atlanta is pleased to release this Request for Proposals (RFP) for the outsourcing of Workers' Compensation Administration as well as related Healthcare and Litigation Management. The City of Atlanta is the largest city in the State of Georgia, with a population of more than 500,000 people. The current headcount employed by the city is approximately 8,000 employees. The City has several departments including, Aviation, Human Resources, Finance, Information Technology, Law, Parks & Recreation, Planning, Watershed Management, Public Works, Police, Fire, Office of Enterprise Asset Management, Procurement, Judicial Agencies (including Municipal Court), Executive Offices, and Building & Code Enforcement.

Currently, the City of Atlanta has outsourced its Workers' Compensation Program to a Third Party Administrator (TPA) that handles between 1,000 and 1200 claims per year. The City of Atlanta is self-insured.

The City seeks vendor(s)/provider(s) with world-class capabilities and experience partnering with employers. The partnership formed as a result of this process will be based upon open communication, and the City encourages its prime vendor candidates to propose alternatives that are in the interest of both parties. The selected world-class vendor(s)/provider(s), working in partnership with the City, will provide the resources and expertise necessary to manage the City's current workers' compensation system.

The City's primary goal for the Workers' Compensation Program is to achieve a successful transition to a program that will minimize the number of claims per year and reduce the overall cost of the City's Workers' Compensation Program.

A. Confidentiality

This Request for Proposals is considered confidential information. This request should not be shared, in any way, with any party who is not directly involved in the underwriting, sales, or service process. If it is determined that a breach of confidentiality has occurred, the respondent responsible will be automatically eliminated from the RFP process.

B. Overview of Environment

Excluding wage benefits from injuries on the job, City of Atlanta's employee's injuries last year cost the City $12.2 million. The City currently estimates its total exposure at $72 million for 423 cases.

Claims processing, claims management, and loss control are major aspects of the workers' compensation sub-processes. Employee safety incidents, or near misses, are monitored and investigated. An employee's accident and job related injury is monitored at the departmental level. Departmental in-depth studies are used to map the reporting and investigation of employee accidents and injuries on the job and other sub-processes that make up the employee safety monitoring process.

Currently, the process for establishing and distributing safety guidelines is handled in each department. Establishing safety guidelines involves procedures for work site analysis, hazard prevention and control, investigation of workplace incidents and accidents, training for employees, supervisors and managers, and reporting injuries on the job and medical treatment. Departmental level safety guidelines are prepared by either the department's Occupational Safety Manager or staff, or at the direction of the department head. Safety guidelines may be prepared in response to an accident that has occurred or an investigation conducted by Safety Officers of the department.

Managing the cost of workers' compensation consists of several sub-processes: initial injury report and setting up the claim file; processing medical only claims and adjusting medical bills; processing lost time claims; Injured on Job payroll, and claims management of open claims.

C. Current Workers' Compensation Program Design

Currently the City recognizes two types of claims: medical only claims and lost-time claims. An employee must return to work within 7 calendar days for the claim to be considered a medical-only claim. Employee time for days 1-3 is charged against an employee's accrued benefit time (sick or vacation) or treated as leave without pay. Employees injured and off work for more than 3 days are placed on the IOJ payroll.

If an employee is injured and the authorized treating physician gives light duty restrictions, the employee may be eligible for IOJ (Injury On Job) benefits per City of Atlanta's Disability Leave Code. If Department is unable to accommodate the restrictions, employee will be charged 3 days of personal leave for the 1st 3 days out of work. As of Day 4, employee will be placed on IOJ and receive his/her full salary for 30 days from the date of injury. If the employee remains on restrictions and department cannot accommodate as of Day 31, the employee will receive WC indemnity benefits.
If an employee is injured and the authorized treating physician places employee on a "no work status", employee will be charged 3 days of personal leave for 1st 3 days out of work. As of Day 4, employee will be placed on IOJ and receive his/her full salary for

maximum of 180 days from the date of the injury. As of Day 181, employee will receive WC indemnity benefits. A maximum of $500 (as of 7/1/07) is paid based upon the average weekly wage of the employee as calculated for 13 weeks prior to the week of the actual injury.

If at any time during the 180 days, a "no work status" employee is given light duty restrictions and no light duty is available, employee will be placed immediately on WC indemnity benefits. A maximum of $500 (as of 7/1/07) is paid based upon the average weekly wage of the employee as calculated for 13 weeks prior to the week of the actual injury.

SEE ATTACHMENT

INTENTIONALLY LEFT BLANK

ATTACHMENT

DATE OF INJURY

- Employee reports injury to supervisor
- Supervisor completes all paperwork & submits to HR personnel for submission to Enterprise Risk Mgmt (ERM), Third Party Administrator (TPA) & WC Liaison
- Employee is paid in full for date of accident

DAYS 1 - 3

- Employee returns to work full duty, or
- Employee is taken completely out of work, or
- Employee given light duty restrictions for return to work:
  - Department will accommodate & employee will return to work in light duty at same pay
  - Department cannot accommodate so employee is sent home.
- Employee MUST use 3 days of sick/annual for initial 3 days out of work

DAYS 4 - 30

- Employee returns to work full duty, or
- Employee taken completely out of work, or
- Employee returns to work light duty with restrictions, or
- Employee given restrictions department cannot accommodate:
  - As of Day 4, Employee will receive IOJ (full salaried wages)
  - Department continues to look for light duty position
  - WC Administrator continues to work with other departments to locate light duty job

DAYS 31- LIFE OF CLAIM

- Employee returns to full duty, or
- Employee remains completely out of work and will receive IOJ as long as out of work (full 180 days), or
- Employee returns to light duty with restrictions, or
- Employee given restrictions department cannot accommodate:
  - As of Day 31, Employee will receive TTD from TPA
    - 66 2/3 AWW/Max $500 per week (400wks max or 350 wks with light duty release), or
- Settlement is considered with Letter of Resignation & General Release

FY 2012

II. Project Objective and Scope

The primary objective of the City of Atlanta's Workers' Compensation program is to minimize the number of medical only and lost time claims, minimize the costs per claim, and to reduce the overall cost of the Workers' Compensation program. Additionally, the City of Atlanta strives to facilitate a Return to Work program. To achieve these objectives, the City expects a smooth transition from its current program to new program(s).

A. The scope of this project includes:

- Third Party Administration of Workers' Compensation claims
  - Transfer of all past, present and future information relating to the City of Atlanta's past and current claims,
  - Hosting and secured maintenance of all confidential Workers' Compensation claims,
  - Investigation of all Workers' Compensation claims,
- Management of healthcare
  - Assurance that quality healthcare is provided to all Workers' Compensation patients.
  - Review of bills to ensure accuracy and appropriateness,
- Coordination of Workers' Compensation-related litigation
  - Ensure that Workers' Compensation specialist attorneys with best-in-class service reputations, chosen by the City of Atlanta, will appropriately handle cases, and
  - Negotiate to appropriately close claims and minimize costs to the City.

B. Outsourcing considerations include:

- Pre-Loss
  - Safety Programs
  - Policy oversight and administration
  - Pre-loss Adjusting
- Loss
  - First Report
  - Claims Management
  - Healthcare Management
  - Claims Investigation
  - Litigation Coordination & Claims Settlement
- Post-Loss
  - Post loss analysis
  - Data Management

- Return to Work Management

Overall, the City of Atlanta desires to have a safe working environment for its employees. This will in turn reduce the number of claims and the costs associated with injuries including loss time and productivity. If however, employees are injured on the job the following must apply:

- Quality of health care for injured workers
- Return of Injured employees to work promptly and safely
- Reduction of the City's work-related injury costs
- Promotion of confidence and good will in the management and treatment of injured City employees.

II. PROPOSAL REQUIREMENTS

Each proposal should conform to the following outline. Responses should be as thorough and detailed as possible so that each company's capabilities are properly evaluated as to the provision of the City's required services. Proposals should not exceed forty (40) pages inclusive of the Executive Summary. Appendices are not counted in the forty (40) page total. Required submittals and appendices are not counted in the forty(40) page total.

A. Executive Summary

Include a brief cover letter that highlights key elements of your company's submission for consideration. These elements will provide an overview of the philosophy of the company as well as determinining the best interests for City of Atlanta. Indicate the name and contact information for the person authorized to speak on behalf of the company.

B. Organization/Resumes of Key Personnel

The qualifications and experience of the individuals assigned to the City are critical. Please be specific in addressing the following:

1) How would your company/organization implement a transfer of the city's workers' compensation program from its current vendor/provider? Please address the resources, framework and/or organizational structure that would be utilized.

2) How many persons would staff the City of Atlanta's workers' compensation program? Be sure to delineate the job duties of the claims personnel. Please identify if persons are designated or dedicated.

3) How many claims will each individual claims adjuster/handler manage at one time?

4) Please list the credentials and designations of your proposed staff members. Please attach a resume for each person identified.

5) What other resources/services would your company/organization provide? (i.e. training, nurse case management, etc.) Please detail whether there will be a charge for these resources/services and if so, what the charge will be.

6) Please address the experience of your technical personnel who would be assigned to this program.

8) What is your claims examiner to supervisor ratio?

9) Please provide a resume for each adjuster who would work on the City of Atlanta program.

10) What other resources would the City of Atlanta need for implementation, maintenance and functioning of the City of Atlanta outsourced service?

C. Management Plan

Introduction

The City of Atlanta must establish a long term relationship with the vendor/provider of its workers' compensation program in order for costs and fees to be distributed properly over a sufficient time period. The term of that relationship, however, shall be subject to budget appropriations and must be flexible such that it can be extended or terminated at the City's option, under certain circumstances.

- Provider must agree to adhere to the terms of the agreement as stated by City of Atlanta. Any changes to this agreement must be in writing and consented to by all parties.
- The term of the relationship shall be for three (3) years with the option to renew in single year increments for three (3) years.
- This relationship shall be subject to budget appropriations and constraints, and therefore may be terminated in the event of insufficient budget appropriations without any termination fees.
- Your company/organization must give the City the contractual ability to unilaterally terminate its relationship with the City upon the occurrence of certain events, including insufficient budget appropriations without termination fees.
- Your company/organization must give the City the option, upon reasonable notice to your company/ organization, to terminate in whole or in

part or all of the services provided under the Service Agreement, without incurring any termination charges or costs other than the remaining unamortized portion of the vendor's/provider's transition or conversion costs and initial capital infusion.

- The City requires full, complete, and timely cooperation in disentangling the relationship in the event that the Service Agreement expires or terminates.

- Vendor/provider must not interrupt the service of the City of Atlanta upon termination of this agreement.
- In the event of expiration or termination of this agreement, the vendor/provider must return all City data and documentation to the City; and allow the City or the new service vendor/provider access to any systems, infrastructure, or processes that have been employed in servicing the City.
- In the event of expiration or termination, the vendor/provider must ensure an orderly transition of licenses and leases upon disentanglement.
- In the event of expiration or termination of this agreement, the vendor/provider must have an employee transition plan to minimize disruptions to the City's operations, create an orderly transition to the new vendor/provider and reduce risks to City business processes and systems.

Please provide a detailed explanation regarding how your company would comply with these requirements.

1. Infrastructure Transition

This section specifies the time frame in which the City requests the vendor/provider to complete the implementation of the City's Workers' Compensation system. These time frames are measured from the effective date of the Contract.

- Starting at the effective date of the contract the vendor/provider must implement a comprehensive workers' compensation program and support system(s) within 2 months in a phased approach.
- The vendor/provider must implement an expeditious and seamless transition of services without interruption to the City's current services.
- The vendor/provider must implement the new workers' compensation program and support system(s) while the current services are still functioning.
- The vendor/provider must provide a detailed transition plan identifying tasks, timeframes for the tasks, milestones, roles and responsibilities of the City and the vendor/provider. The plan should also address communication with the City, ownership and management of resources, subcontracting agreements, joint ventures, and any other contingencies.
- The vendor/provider must provide at no cost, all possible upgrades to the system during the lifetime of the contract agreement.

Please provide a detailed explanation regarding how your company would comply with these requirements.

2. Security and Confidentiality

The City's workers' compensation files, systems and databases contain private and confidential information. Some of this information is subject to special statutory protection including, but not limited to, confidential data. It is of particular concern that such data is handled appropriately with sufficient security measures and confidentiality practiced at all times.

- The vendor/provider will not have rights to use or access any City data or information, except as required to provide the in scope services.
- The vendor/provider must ensure their company/organization will protect the security and confidentiality of data and information proprietary to the City.
- The vendor/provider must maintain current security screening practices for new hires.
- The vendor/provider must be fully and solely responsible for security with respect to all services their company/organization will provide.
- The vendor/provider must assume financial liability to remedy any impact on the City due to breaches in their protective security.

Please provide a detailed explanation regarding how your company would comply with these requirements.

3. Disaster Recovery

Given past as well as recent events, City of Atlanta is particularly concerned that any vendor/provider chosen has a strong, reliable, and responsive disaster recovery plan.

- The vendor/provider must be responsible for documenting, and maintaining a disaster recovery plan for recovering the City's systems within established recovery requirement timeframes.
- The vendor/provider must have a solid structure to ensure continuous operation of the City's systems.
- The vendor/provider must ensure availability of data during disaster recovery.
- The vendor/provider must have a reliable approach for implementing network connectivity between regular facilities and the proposed recovery sites.

Please provide a detailed explanation regarding how your company would comply with these requirements.

4. Reporting and Communication

The vendor/provider must facilitate ongoing communications with the City of Atlanta regarding the workers' compensation program.

- Reports must be compiled and published on all functions, including performance, cost management, and subcontractor relationships.
- The vendor/provider must provide customized reports at the request by the City of Atlanta.
- Reports must also include measurement of the vendor's/provider's actual performance against the required service levels.
- The vendor/provider must implement a management structure to facilitate communications between the vendor and the City.

The City must be allowed access to risk management information through the City's internet vendor/provider or Oracle. The reporting system utilized by the vendor/provider must be compatible with, and utilize SQR and Crystal reporting. Reporting functionality must be provided to create, generate, display, print, and store standard and customized reports.

The reporting system utilized must provide users with the capability to specify dates for the compilation of data, select the type of information, status, and accounts to be included in the reports, as well as specify how the data will appear in a line item or summary fashion. Users must be able to easily retrieve information stored in this reporting system.

Please provide a detailed explanation regarding how your company would comply with these requirements.

5. Reports

Below is a list of Minimum Standard Report Requirements the vendor/provider must be able to generate on a monthly basis to City of Atlanta.

REPORT TITLE	DESCRIPTION
Loss Runs	Monthly information on all open and closed claims including the following info: Full name Department/Location number Claim Number Date of injury Description of injury Body part(s) Type of claim (i.e., Medical only, Lost time) Amount of Reserves Paid to date amounts by indemnity, medical and other Total paid amount Open/Reopened and Closed claims Injury location Cause of injury Separate files for litigation summarized Separate files for subrogation summarized
Vehicular Accident Report	Monthly report of vehicular accidents including information listed above.
Formal Status Report	Monthly status reports on any file: reserved at $ 5,000 or more any reserve increase of $10,000 or more any file open over six months
Lag Time Report	Monthly report reflecting lag time between date of injury and date incident is reported by department/location.
Incident Report	Monthly report on all incidents (regardless of cost) by department.
Return to Work/Light Duty	Monthly report on employees who are currently in a transitional work program or who are in need of a transitional duty assignment.

REPORT TITLE	DESCRIPTION
Medical Status Report	Medical Health Care Provider(s) will provide status reports on injured employees to the third party administrator within one (1) business day of treatment by primary physicians and three (3) business days of treatment by specialists.
Healthcare Analysis Report	Monthly report and analysis of healthcare utilization, including information on changes and concerns regarding healthcare management.
Continued Treatment Report	Monthly report on the number of times the healthcare vendor/provider continues treatment for preexisting conditions after the service connected injury has been resolved.
Subsequent Injury Report	Monthly report on all subsequent injuries.
Government Compliance Reports	Prepare, maintain and file all records and reports, electronically, if able, as may be required by legal authorities (state, local and federal including form 1099).
Subrogation Report	Monthly reports on subrogation activity listing all cases identified for possible subrogation reimbursement, follow-up subrogation activities and outcome of claim.
Reserves Report	Monthly report of all claims with $5,000 or more in reserves. Besides identification information, reserves will be described by category including medical, indemnity, rehabilitation, and other allocated expenses. Surveillance reports, file postings and all correspondence should also be provided.
Benchmarking Report	A quarterly report comparing City of Atlanta's program with industry standards based on NCCI or SIC codes.

Please provide a detailed explanation regarding how your company would comply with these requirements. If you are unable to provide a particular report, please identify which report and explain.

6. Third Party Administrator (TPA) Requirements

Please describe the Best Practices followed by your company as it relates to the following:

A. Loss Claim Management
B. Medical Claim Management
C. Investigation/Claim Handling
D. File Management
E. Post Loss – Risk Management Information System
F. Healthcare Management

G. Litigation Management

D. Overall Experience, Qualifications, and Performance on Previous/Similar Projects

Please be specific in addressing the following:

1) How many years have you been providing workers' compensation related services?

2) Have you ever provided workers' compensation related service to a city entity or municipality? If so, please provide a list of employers for which you have provided the above services along with the names and contact numbers.

   If you have provided workers' compensation services to city entities and/or municipalities and subsequently lost the business, please list 5 references

3) Please provide a brief history of your company.

4) Please provide detailed information on the size of your company and its staff, including the number of offices it has in the United States and their locations.

5) Please provide information on the volume and types of claims currently handled by your company at the afore-referenced locations. Please provide detailed information concerning each office.

6) Does your company plan to joint venture at this point? If so, please list all members of any joint venture, and the role each partner will have in providing workers' compensation related services for the City.

7) Has your company been named in lawsuits relative to its provision of workers' compensation related services?

   If so, give detailed information on the type of lawsuits in which your company was involved, the venue of the lawsuit and an explanation of how the lawsuit was resolved.

8) Has your company been named in any other type of lawsuit in the last ten years?

9) What consulting services do you provide for your clients with respect to Workers' Compensation, safety, etc? Is there an additional charge for the services? Please provide an explanation.

10) Please provide your Georgia TPA License Number, the date the license was approved, as well as the name of the individual or entity in whose name the license is listed.

11) Who provides your company's workers' compensation services? Please list the name and address of the company(ies) providing this service for each of your company locations.

12) Please list the insurance carriers, self-insured, and/or employers for which you are an approved TPA vendor. Please identify whether we may contact your client(s).

13) Why should the City of Atlanta select your company to provide workers' compensation related services? Please include any relevant information on your company's standing in the industry, and what distinguishes your company from other competitors.

14) Based on the previous claim information statistics provided to you, where will the City of Atlanta rank on your client list as a revenue generator for your company/organization?

15) How does your company's performance rank against other companies in your field? Be specific and include examples.

16) What input will the City of Atlanta have in determining performance measures and in modifying the measures in the future?

E. Financial Capability *(EVALUATED FOR RESPONSIVENESS AND SCORED) See RFP Instructions to Proponents Part 4, Form 2*

Given the magnitude and nature of the Work contemplated in this RFP, the City shall be able to evaluate, verify and understand the Contracting Entity's financial capability and expertise to undertake and perform the Services. The Contracting Entity should demonstrate financial capability by providing the following documentation for each member of the Contracting Entity:

1. Annual reports and financial statements, with associated notes, for the last three (3) years, including income statements, balance sheets, and changes in financial position. (*See Form 2)*
2. Provide any other information that the Proponent may deem appropriate to reflect its financial capability to handle a project of this size.
3. A Proponent will be deemed non-responsive if three (3) years of financial statements are **not** provided for evaluation.
4. Provide a summary of your firm's financial background. Please include your company's DUNS number and three years of audited annual and financial statements for your company.
5. Is your company SSAE 16 certified? Please provide proof of the afore-referenced certification.

III. EVALUATION CRITERIA (See RFP instructions Part 3)

An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below. In addition to the criteria that will be evaluated and scored; please make note of the above-referenced items that will be evaluated but not scored. All evaluation factors outlined in this Scope of Services are important and can have an impact on the overall recommendation for an award.

An award shall be made to the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP using the criteria below.

EXECUTIVE SUMMARY (5)

Include a brief cover letter that highlights key elements of your company's submission for consideration. These elements will provide an overview of the philosophy of the company as well as determinining the best interests for City of Atlanta. Indicate the name and contact information for the person authorized to speak on behalf of the company.

ORGANIZATION/RESUMES OF KEY PERSONNEL (15)

This criterion measures the overall organization infrastructure, which should successfully incorporate the role of Subcontractors in a well thought out approach in undertaking the required Scope of Services. Experience of the individuals proposed to lead and manage this project as well as the experience and resources of the Proponents will be carefully considered. Key factors to be considered are experience in providing these types of Services for projects similar in scope and size, professional credentials and project leadership, reputation in the industry and the references provided or obtained. The Proposal will include the resume's or curriculum vitae of those qualifies personnel to fill the duties of the assignments at the appropriate levels of professional credentials and past experience, as defined by the City of Atlanta Department of Finance, Office of Revenue of far any assignment given within the Scope of Services of this Request for Proposal.

MANAGEMENT PLAN (20)

Proponent will be evaluated based on the proposal which sets forth a comprehensive workers compenation program adminstration and management. It is critical that the proponent is very specific in indentifying resouces and skills which will support a well managemed program.

OVERALL EXPERIENCE, QUALIFICATIONS, AND PERFORMANCE ON PREVIOUS/SIMILAR PROJECTS (20)

This criterion measures the Proponent's past performance of an operationally tested system that is/was used by a workers' compensation administration agency and includes all system components and interfaces described in the RFP. Key factors will include experience in completing projects similar in scope and size, professional credentials and references provided or obtained. Reputation relative to system capabilities, resolution of business issues, service to clients and technical resources committed will be evaluated based on RFP responses, possible oral presentations and references from previous clients and third-party agencies. This criterion measures the ability of the provider to meet the City's obligations for maintaining or disentangling the relationship should it be warranted. This criteria is expected to demonstrate the proponents understanding of the terms of the relationship and under what circumstances it can be served.

COMPLIANCE WITH OFFICE OF CONTRACT COMPLIANCE (15)

Presentation of an Equal Business Opportunity Plan detailing:

- Proponents proposed Small Business Enterprise involvement on the project as Sub-proponents, suppliers, or joint venture team members;

FINANCIAL CAPABILITY (10)

Proponent will be evaluated on the strength of their Financial Statements. Annual Reports, which include Financial Statements from recent years, will also be reviewed. The review will focus upon the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statement. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

COST PROPOSAL (15)

Proponent's cost Proposals will be evaluated on the completeness of their approach in addressing cost Proposal issues and estimating their costs. Low cost per se will not necessarily be worth more points. The cost Proposal is expected to demonstrate the Proponent understands the factors to be considered in providing the Services required and the level of effort required to adequately address the factors, without excess. Compensation should be stated as a percentage of principal collected. Compensation should be reflective of the anticipated customer service and administrative costs that will be incurred for this project.

ABILITY TO COMPLY WITH THE CITY'S LEGAL & ETHICAL REQUIREMENTS

Ability to comply with applicable ordinances and resolutions of the City, the regulations and ordinances of the County in which the work is to be performed, and the laws of the State of Georgia and the United States.

Proponent Presentation, Committee Interview and/or Additional Information / Reviews

After the proposals are evaluated, the Selection Committee will determine whether formal presentations and interviews are necessary, and if so, which Proponents may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. The City may choose not to require formal presentations or interviews.

The City may choose to contact officials from other jurisdictions regarding the Proponent, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific Proponent in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the Contract.

End of Exhibit A – Scope Of Services

EXHIBIT A.1
Cost Proposal

EXHIBIT A-1
COST PROPOSAL

1. Introduction and Instructions Requirements

The primary objectives of the City are to achieve substantial improvements in the Safety and Workers' Compensation program. It is the City's intention to reduce overall costs of the Workers' Compensation program through fewer injuries and claims and a facilitated/managed Return to Work program. To accomplish these objectives, the City seeks a vendor who will provide cost estimates based on a pricing matrix.

Through your company's/organization's Business Proposal, you should demonstrate how your company/organization will ensure that it will use its best efforts, including efficient utilization of resources, to minimize the costs of the services to the City.

- The City has developed a pricing methodology described in the following sections and represented in the pricing matrices contained in the Appendix. In addition to the pricing methodology proposed by the City and the various features of such methodology, you may propose alternative pricing methodologies or features. As part of your company's/organization's Business Proposal, complete the pricing matrices and provide detailed responses to each of the additional items set forth in this section.

The City has developed a pricing methodology for Workers' Compensation administration that: (I) accounts for the transformation of the City's safety and work environment inducing operational efficiency and effectiveness that the City and its residents expect; (2) is consistent with the vision to improve the quality of the workforce and the City's services (3) includes the City's right to change its requirements; (4) ensures the City will receive services that are, at all times, competitive in terms of quality and price; and (5) does not involve "time-and materials" or "cost plus" pricing with respect to baseline services except in rare noted exceptions.

Your Business Proposal must include both:

Matrix Project Pricing - including recurring costs.

Total Project Pricing - including recurring costs.

The two- prong approach for pricing will allow the opportunity for the City to consider multi-vendor solutions.

The essential features of the City's proposed pricing methodology are as follows:

- The vendor/provider must provide a Business Proposal that demonstrates how the company/organization will minimize costs for services to the City.
- The vendor/provider must provide a Business Proposal that demonstrates how the City will improve operational effectiveness.

- The vendor/provider must use a pricing matrix including four major components:

  1. Baseline Services
     - All key pricing elements with respect to the requested services should be reflected in the appropriate matrix based upon the annual volumes provided and rolled up on the matrix provided. The volumes are based upon the current workload.
  2. Transition Cost
     - All costs specific to the City's transition of all the required safety and workers' compensation services to any of the vendor's/provider's environments, platforms, methods, or standards should be reflected on a line item basis in the matrix provided.
  3. Vendor Capital Investments
     - All Vendor/Provider capital investment in the City's and its safety and workers' compensation infrastructure should be reflected on a line item basis in the matrix provided.
  4. Termination for Convenience Charges
     - All costs specific to termination of the contract at the City's convenience excluding disentanglement should be reflected with details in the matrix provided along with details regarding the components of the charges.

- The vendor/provider may not offer all baseline services, however, companies who do offer all baseline services should include itemized and integrated costs.

- Vendors/providers should also offer cost per claims for each service.

- Your company/organization must agree to a bench marking methodology to assure that the pricing of your company's/organization's services is competitive. Please explain your methodology and approach. If you do not agree to bench marking methodology, explain why not.

- Your company's/organization's Business Proposal must include any assumptions your company/organization has made and must also describe the specific due-diligence activities required to eliminate such assumptions, because final pricing in the definitive Service Agreement will not be subject to any assumptions or contingencies of any kind.

The matrices address both the pricing of the services and the cost of the City's termination for convenience. The Transition Cost matrix, Vendor/Provider Capital Investment matrix, and Termination for Convenience Charge matrix address the City's termination for convenience calculation. The Transition Cost matrix and the Vendor/Provider Capital Investment matrix define the expenditures of the Vendor/Provider and City credits and identify the life of the value of the capital

components, which can be used to calculate the Vendor's/Provider's outstanding non-recovered investments in the event of the City's termination for convenience. Note that the unit prices for baseline services should be fully loaded and inclusive of such transition and investment costs during the term of the contract; these are not additional fees to the City.

Below is a list of the detailed pricing matrices, a diagram outlining their relationship, and a detailed description of each of the pricing elements. In addition to the matrices defined, an assumption document should be included to describe any points of clarification or assumptions that were utilized. Topics that should be addressed include the approach and proposed cost profile for nonstandard delivery requirements or equipment for both acquisition and ongoing support and any unique volume ceiling or floor that would result in a change in pricing. The points in your document should reference the relevant matrix and the specific financial figures affected.

Pricing Matrices	
Total Baseline Service Pricing	A
Matrix Baseline Services Pricing	B
Detailed Pricing	C (one for each year)
Transition Cost	D
Vendor/Provider Capital Investment	E
Profile of Capital Investment	F (Not included; Proposers should provide a narrative document)
Capital Investment Usage Profile Matrix	G
Residual Credit Value for City Assets	H
Termination for Convenience Charge Matrix	I
Notes and Assumptions	J (Not included; Proposers should provide a narrative document)

EXHIBIT B
DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Consultant or Consultant's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

"Charges" means the amounts payable by City to Consultant under this Agreement and any applicable Task Order.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Confidential Information" means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party's past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Consultant Personnel" means and refers to Consultant employees or subcontractors hired and maintained to perform Services hereunder.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or "Parties" means City and/or Consultant.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Task Order Commencement Date" means the date set forth in each Task Order on which the Services under such Task Order shall begin.

"Third Party" means a Person other than the Parties.

"Work Product" means any work product, creation, material, item or deliverable, documentation or other item created by Consultant or Consultant Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

EXHIBIT C
AUTHORIZING LEGISLATION

(To be included in Final Agreement)

EXHIBIT D
CITY SECURITY POLICIES

(To be included in Final Agreement)

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

4. If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

CITY OF ATLANTA

Kasim Reed
Mayor

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OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

03/27/2012

RE: Project No.: FC-5699 - Worker's Compensation Administration, Healthcare And Litigation Management

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

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CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 658-6312

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC-5699 - Worker's Compensation Administration, Healthcare And Litigation Management

The EBO goals for the trade categories listed in this project are:

18.1% (AABE, APABE, HABE) and 8.3% FBE

Participation percentage shall be calculated as a combination of administrative fees and a percentage of total amount of services and goods provided by service providers. Service providers include, but are not limited to those who provide the following: durable medical equipment, pharmaceutical services, physical therapy, field case management, telephonic case management, surveillance, legal, transportation, medical set aside and attendant care.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that all MBEs and FBEs included on the Subcontractor Project Plan for which the prime is seeking participation credit, are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is due.

2. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

4. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

5. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____
Signature of Attesting Party

_____
Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____
Notary Public

Seal

FORM EBO-1

OFFICE OF CONTRACT COMPLIANCE
SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Majority & Minority Owned) that were contacted regarding this project

Name of Sub-Contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? *(Yes or No)*	Type of Work Solicited for	Business Ownership *(See Code below)*	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) Business Enterprise

Proponent's Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Contact No:** _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____ Total FBE%_____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise.
APABE – Asian (Pacific Islander) American Business Enterprise

FC#/Project Name: _____ Proponent's Co. Name: _____

Proponent's Contact Number: _____ Contact's Name: _____

Date: _____ (Please Print)

FORM EBO-3

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____
Contractor

APPENDIX B; INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-5699, Workers' Compensation Administration, Healthcare and Litigation Management

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Consultants/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. In accordance with the solicitation documents applicable to the agreement at the time Consultant submits to City its executed agreement, Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's Rating not less than A-,
ii) Best's Financial Size Category not less than Class IX, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Consultant in writing.

Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Consultant from any liability under the agreement. Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Consultant must, within 2 business days of receipt, forward to the City, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverages under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

6. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

7. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Consultant as evidence of its compliance with this Appendix B. **Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B . The City shall not have liability for any premiums charged for such coverage.**

8. Mandatory Sub-consultant Compliance

Consultant must require and ensure that all subconsultants at all tiers to be sufficiently insured/bonded.

B. Workers' Compensation and Employer's Liability Insurance

Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **$100,000 each accident**
Bodily Injury by Accident/Disease **$100,000 each employee**
Bodily Injury by Accident/Disease **$500,000 policy limit**

C. Commercial General Liability Insurance

Consultant must procure and maintain Commercial General Liability Insurance in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Personal Injury
- ☒ Medical Expense
- ☒ Products – Completed Operations
- ☒ **Additional Insured Endorsement**
- ☒ Waiver of Subrogation in favor of City

D. Commercial Automobile Liability Insurance

Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$500,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned and/or Non-owned & Hired Vehicles
- ☒ **Additional Insured Endorsement**
- ☒ Waiver of Subrogation in favor of City

If Consultant does not own any automobiles in the corporate name, hired and non-owned vehicle coverage will apply and must be endorsed on either Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Consultant shall procure and maintain Professional Liability Insurance in an amount of **$1,000,000** per occurrence and annual aggregate. The policy will fully address the Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

F. Crime Insurance

Consultant shall procure and maintain Crime Insurance in an amount of not less than **$1,000,000** per loss providing coverage for all monies, not limited to cash, securities or other forms of negotiable instruments, and covering losses caused on premises and/or in-transit by employee dishonesty, theft, forgery/alternation, computer and funds transfer fraud, and burglary/ robbery. Such insurance shall be primary and name the City of Atlanta as Loss Payee.

☒ **Loss Payee Endorsement**

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term. The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

End Document

PAYMENT AND PERFORMANCE BONDS

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Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta, Georgia
"Project" _____
"FC No." _____
"Principal" (Legal Name and Business Address) _____

_____

_____

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.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 201__, regarding performance of Work relative to the Project.

"Penal Sum:" _____

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

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

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It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL:_____

_____
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)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

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Performance Bond

"City" City of Atlanta, Georgia
"Project" _____
"FC No." _____
"Principal" (Legal Name and Business Address) _____

_____

_____

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.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 201__, regarding performance of Work relative to the Project.

"Penal Sum:" _____

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

WHEREAS, the Principal and the City entered into the Agreement 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 Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement 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 beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

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wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL:_____

_____
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)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

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APPENDIX C; GEORGIA ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT FORMS

Appendix C: Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Contractor Affidavits must be duly notarized.

6. All Contractor Affidavits must be submitted with proposal/bid package.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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 of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for 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). 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: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing 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 _____, 201_____

_____

NOTARY PUBLIC
My Commission Expires: _____

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 Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-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: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing 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 _____, 201_____

_____

NOTARY PUBLIC
My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)) and (_____ (name of contractor)) on behalf of the City of Atlanta 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Sub-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 Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing 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 _____, 201_____

_____

NOTARY PUBLIC

CITY OF ATLANTA AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT
SUBMITTED TO DEPARTMENT OF PROCUREMENT

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For:_____.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States Citizen
OR
2) _____I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **All non-citizens must provide their Alien Registration Number below.**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date:

_____ _____

Printed Name:

_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

_____
NOTARY PUBLIC

My commission expires: _____

*_____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____