



**REQUEST FOR PROPOSAL
016-15**

**PROPERTY, CASUALTY INSURANCE COVERAGE
AND
RISK MANAGEMENT SERVICES**

The City of Rome Georgia is requesting proposals from qualified firms to provide Property and Casualty Insurance coverage and Risk Management Services. The proposal submitted must include all coverages and services as requested. The services to be provided include Property and Casualty Insurance Coverage and Risk Management Services for the City of Rome Georgia. The City of Rome reserves the right to accept, reject and/or negotiate any or all proposals/bids or any portion thereof and give full consideration to the experience, knowledge, reputation and servicing facilities as determined by the City of Rome to be in the best interest of the City of Rome Georgia.

Payment terms should be provided for all plans submitted, as well as, pricing for any optional coverages/products being submitted.

Proposals will be received until **3:00 p.m. on March 25, 2015** in the City of Rome Purchasing Department at which time and place all proposals will be publically acknowledged.

Interested parties may obtain a copy of the Request for Proposal by logging on to the City of Rome, Georgia website, www.romefloyd.com or by contacting the City of Rome Purchasing Department at 706-236-4410 or via e-mail at bgilliland@rome.ga.us.

City of Rome Georgia

William P. Gilliland
Purchasing Director

Request for Proposal 016-15

Section 1---Background

The City of Rome intends to always acquire necessary insurance and risk management services at the lowest cost possible while considering the overall value provided by the carrier. To continue that tradition the City is soliciting qualified firms to provide quality insurance protection at the lowest possible rate, while maintaining a high level of service. The minimum expectation of the City is to maintain the current level of protection while not diminishing the quality of support and cost containment services currently in place.

Section 2---Scope of Services

Proposed carriers must insure the following parties as requested, and as their interests may appear:

1. City of Rome;
2. Any employee of the governing body of the Named Insured while acting within the scope of his/her duties for or on behalf of the Named Insured;
3. All Members of the Authorities, Boards or Commissions appointed by the Named Insured while acting within the scope of their duties as such, but only in respect to operations by or on behalf of the Named Insured; and
4. Any Director, Employee, Officer, Trustee, Interns (paid or non-paid) or Volunteer (paid or non-paid, past or present, acting for and on behalf of the Named Insured and under its direction and control or appointed by the Named Insured while acting within the scope of their duties as such, or any person, organization, trustee, or estate to whom the Named Insured is obligated by virtue of written contracts or agreement to provide coverage such as is offered by this agreement but only in respect to operations by or on behalf of the Named Insured.
5. Provide Property and Casualty Coverage as specified and Risk Management Services as described.
6. The following endorsements are **mandatory** and must be provided:
 - a) Broad Form Named Insured
 - b) 90 Day Notice of Cancellation
 - c) Knowledge of Occurrence
 - d) Unintentional Error and Omissions
 - e) Notice of Occurrence (loss)
7. Contract Duration: To establish and maintain a comprehensive, overall property and casualty program on a stable three (3) year cycle with an annual policy effective date of **May 1, 2015**. The program may be rebid at any time should the services or cost become unacceptable.

Insurance carriers and the insurance broker must provide summaries. Those summaries should be an itemized listing of losses on a quarterly basis. Summaries should be cumulative monthly, quarterly and year-to-date. (See in #4 Conditions and Guidelines).

The decision regarding placement of coverage will be based on a combination of factors, including but not limited to cost, cost containment and service. The award will be based on the "Best Coverage and Services" for the "Best Premium".

The attached data has been compiled from reasonable information sources. If there are facts, which are known to have been omitted or appear to have been erroneously stated, submitting firms should report

them immediately. By submitting a proposal, the firm agrees that any error, misstatement and other mistake in information provided to firms shall not invalidate any coverage provided by the policy unless, directly caused by a knowing, willful and intentional fraudulent act; however, the insurer shall be entitled to a commercially reasonable adjustment of premium based upon correct information.

SECTION 3---- CONDITIONS AND GUIDELINES:

1. Each bidder must provide a current certificate of insurance with at least one million dollars (\$1,000,000) of errors and omissions coverage prior to the award of business.
2. No proposals will be considered that are not complete. All proposals must provide limits and coverage on all lines equal to or greater than the requested scope of services as outlined and be summarized in the total premium section.
3. Submitting firms must comply with all Federal, State and local insurance laws and regulations that may exist in regard to preparation and submission of insurance proposals. Any proposal submitted will be assumed to be compliant with all applicable laws.
4. Loss Summaries: It is critical that the City of Rome be kept apprised of developing claims experience under all policies. An itemized listing of losses must be provided in duplicate to the City of Rome Human Resources/Risk Management Department on a monthly basis. The report should be cumulative to year end and should include the date of the accident, description, kind of insurance, whether claim is open or closed and estimated incurred value as of the date of the report.
5. Purchase Property and Casualty Insurance and Risk Management services and coverages for the City of Rome from the bidder who has provided the "Best Coverage" for the "Best Premium".
6. Purchase a single "package" policy from one carrier through one agency. However, should your proposal/bid be "monoline" and/or contingent in conjunction with another policy please specify in details.
7. Proposals/Bids will be accepted from self-insurance funds or insurance companies. If the submitting firm is a self-insurance fund, a copy of the most recent financial report filed with the Insurance Department must be included. If the bidder is an insurance company, the insurance company must have an AM Best's rating of an A-VI or better. A copy of the most recent Best's rating must be included. The rating of each coverage provider (if multiple carriers) must be stated within the proposal submittal.
8. It is understood that applications may be required in some instances, but is requested that Proposal/Bid submittals be based on the information contained in the Bid Specifications. Applications will be completed after the award of the insurance.

9. The following endorsements are **mandatory**:
 - a) Broad Form Names Insured
 - b) 90-Day Notice of Cancellation
 - c) Knowledge of Occurrence
 - d) Unintentional Errors and Omissions
 - e) Notice of Occurrence (Loss)

10. Layering of Coverage: If a Bidding Agency chooses to layer any Line of Insurance that protects and indemnifies the City of Rome, The City requests that all subsequent signers of the package be disclosed in the proposal. It should also be understood that any other coverage should follow all terms and conditions of the underlying coverage and any premium costs should be reflected in the lump sum annual premium.

11. The Managing Agent must provide professional guidance to insure maintenance of appropriate coverage(s). The Agent must assist the City of Rome to identify new and emerging risks and must provide services necessary for complete and accurate reporting of property values to underwriters.

12. No proposals will be considered that are not complete. The bidder will be responsible for providing all lines of property and casualty insurance coverage. It is not essential that a bid be submitted for each coverage or each option. If, however, your bid is conditional upon writing all of the insurance on which you have made a bid, or on some combination of coverages, this should be clearly indicated. The City of Rome expects to award on a "All or None" basis.

13. Alternatives or substitutes in addition to those requested for any part of the program are invited as long as they are identified and the reason for the change is indicated.

14. All proposals/bids must include two (2) specimen policies, copies of the policy forms and endorsements unless such material can be identified by title and Insurance Services Office (ISO) form number and is generally available. The City of Rome reserves the right to request copies of any form not submitted. Companies submitting renewal bids are not required to furnish policy forms unless there is a change in the form.

15. Georgia Surplus Lines Insurance Law places restrictions on the use of unauthorized insurance companies. To submit a bid for an unauthorized insurance company, the following must be satisfied:
 - a) The agent has made a diligent effort without success to procure the insurance from at least three (3) insurers who are authorized to transact and are actually writing this trip of insurance in Georgia.
 - b) The agent knows of no other authorized insurer that would offer a bid.
 - c) The agent has not procured the bid for the purpose of securing advantages either as to a lower premium rate than would be accepted by an authorized insurer; or terms of the insurance contract.

16. Each bidder must provide a current certificate of insurance with at least \$1,000,000 of errors and omissions coverage prior to the award of business.
17. Any policy proposed for the City of Rome should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance or the City, providing that such failure is due to unintentional error or omission.
18. Automatic full coverage for any newly acquired or formed properties should begin at receipt or possession of the property and include coverage for a minimum of ninety (90) days or until such time as appropriate notice is given to the insurer.

City of Rome

Additional Information to be submitted with the Proposal

Firm Overview	Submitting firms will include a detailed outline of the firm's history. In order to qualify for coverage for the City of Rome, any and all insurers must be licensed admitted carriers, or legally established insurance company or self-insurance or governmental pools or programs as previously stated.
Service Plan	Submitting firms will include a detailed service plan.
Service Team	Submitting firms will include an organizational chart detailing the service team for the City of Rome. The firm will also provide detail of service team experience with Public Entities and resumes of key personnel working with the City of Rome. Insured references are preferred as previously stated.
Accident	Submitting firms will include a sample automobile accident kit with documentation and procedure.
Claims	Submitting firms will have a 24 hours window to respond to all claims. The firm will also provide experience of claims adjusters and their experience with other Public Entities.
Legal Matters	<u>To insure the City of Rome, and its departments and employees, the City of Rome requires that the City Attorney, J. Anderson Davis, and his law firm, Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, be assigned the defense by the insurer and that the City Attorney and the Law Firm represent the City, its departments and employees on all matters covered by the policy and included in the premiums.</u>
Employer Involvement	<u>The Insurer will provide the City of Rome specific details of what level of involvement the insured (employer/City of Rome, City Manager and/or Human Resources/Risk Management Department) will be allowed to participate in daily claims handling and decision making processes.</u>
General Provisions	The notice of claims provisions in the policy must state that knowledge of the actual or potential claim by the City of Rome commences upon receipt of such information or advice by Human Resources/Risk Management Department of the City of Rome.

Additional Services Requested

All services listed below are all value-added components of a complete risk management and insurance program that the City for Rome wishes to receive. Please provide us with your qualifications, experience, and plan to execute these services.

Please indicate any extra costs associated with each item, if necessary.

1. Loss Control and Safety Training
 - a) Onsite visitation of facilities and risk analysis
 - b) Awareness training
 - c) Awareness through safety bulletins and newsletters
 - d) Automobile driver training

2. Employment Practices Helpline
 - a) Legal advice on employment practices issues
 - b) Advice in writing

3. Property Appraisals
 - a) Building valuations
 - b) Content valuations
 - c) Historic valuations
 - d) Flood zone determination
 - e) CPS location mapping

4. Safety and Liability Management Grant
 - a) Funds to develop loss prevention and loss control programs

5. Brokerage Services
 - a) Insurance Coverage Advice
 - b) Certificate of Insurance issuance
 - c) Review of contracts and indemnity agreements
 - d) General risk management advice

Above services to be included in premium.

City of Rome Specifications for Insurance

General Liability and Law Enforcement Liability

Coverage Features Coverage should be provided on a comprehensive general liability form on an occurrence basis. Coverage should include:

- No Premium Audits
- Defense Costs outside the limits
- Independent Contractors
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations Liability Police Animal (K9) Liability
- Inmate Medical Coverage
- Sexual Abuse and Sexual Molestation Coverage
- Assault and Battery Coverage
- Americans with Disability Act (ADA)
- Terrorism Liability
- Special Events Liability
- Athletic Participants Liability
- Host Liquor Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft Liability
- Owned and Non-Owned Watercraft Liability
- Worldwide Territory Liability
- Garage and Garage Keepers Liability
- Personal Injury Liability
- Explosion, Collapse, and Underground Coverage (x, c, u)
- Liability from Internet Activities
- Incidental Malpractice
- Professional Liability for EMT's

Limits

Limits should be as follows:

- | | |
|---------------------------------|-------------|
| • Each Occurrence | \$1,000,000 |
| • Personal & Advertising Injury | \$1,000,000 |
| • Products/Completed Operations | \$1,000,000 |
| • Failure to Supply Utilities | \$1,000,000 |
| • Fire Legal Liability | \$1,000,000 |
| • Law Enforcement Liability | \$1,000,000 |
| • General Aggregate | Unlimited |

- Products/Completed Ops Aggregate \$5,000,000
- Failure to Supply Utilities Aggregate \$5,000,000
- Medical Payments Excluded
- Form Occurrence
- General Liability Deductible \$25,000
- Law Enforcement Deductible \$25,000
- Employee Benefits Liability \$1,000,000
- Employee Benefits Aggregate \$5,000,000
- Form Occurrence
- Deductible \$25,000

Exposures:

- City Population 36, 222
- Annual Payroll ADD \$ Amount
- Water Payroll ADD \$ Amount
- TOTAL AUTHORIZED POSITIONS 617 FTE/23PTE
- Number of Employees 611
- Sworn/Certified Officers 93
- Reserve Officers 6-10
- Certified Fire Personnel 157

The City of Rome Police Department has written policies and procedures to include but not limited to the following:

- Use of Force
- Domestic Violence
- Pursuit
- Service of Warrant
- Hostage Situation
- Off Duty
- Armed
- DUI
- Moonlighting
- Use of Volunteers

Note: City of Rome Police Department is State and Nationally Accredited.

Loss Experience Provided

Public Officials/Errors & Omissions Liability

Coverage Features

Coverage should be provided on any claim including prior acts. Coverage should include:

- No Premium Audits
- Defense Costs Outside the limit
- Pay on behalf basis
- Personal Injury to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability to include:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse and Molestation
- Americans with Disabilities Act (ADA)
- Zoning Claims seeking Monetary Demands
- Civil Rights Violations
- Services performed under a Mutual Aid Agreement

Limits

Limit of Liability:

Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence

Deductible **\$25,000**

Exposures:

City Population	36,222
Number of Employees	611

The City of Rome has written policies and procedures to include but not limited to the following:

- Discrimination
- Unlawful Harassment
- Equal Employment Opportunity
- American with Disabilities Act
- Employee Complaints
- Hiring and Interviewing
- Separations and Terminations
- Performance Reviews
- Grievance and Appeals

Loss Experience

Provided

Automobile Liability and Physical Damage

Coverage Features Coverage should be provided on a comprehensive automobile policy form. Coverage should include automatic coverage and no additional premium for all vehicles added during the year for liability and automatic coverage and no additional premium for physical damage for vehicles with a value less than \$100,000.

Limits	Automobile Liability:	
	Combined Single Occurrence Limit	\$1,000,000
	Uninsured Motorists Liability	\$0
	Hired & Non-Owned Liability	\$1,000,000
	Medical Payments	Excluded
	Physical Damage Limit	Actual Cash Value
	Hired Physical Damage	Included
	Vehicles Covered	Scheduled Vehicles Only
	Deductible	
<i>Uninsured Motorist Deductible</i>	\$25,000 N/A	
Automobile Physical Damage:		
Limit	Actual Cash Value	
Hired Physical Damager	Included	
Vehicles Covered	Scheduled Vehicles Only	
Comprehensive Deductible		
	\$10,000	
Collision Deductible		
	\$10,000	
Hired Physical Damage Deductible		
	\$10,000	

Loss Experience Provided

Refer to the schedule of automobiles for make, model, cost new and vehicle classification.

Crime/Fidelity

Coverage Features Coverage should include faithful performance and all local and state required bonds.

Limit of Liability	Blanket Employee Dishonesty	\$500,000
	Forgery or Alteration	\$500,000
	Computer Crime	\$500,000
	Money and Securities	\$500,000
	Deductible	\$10,000

Property Liability

Coverage Features

This coverage should be an agreed amount, blanket on replace cost basis, written under a special form.

Limits:

Total insured Values	\$216,175,115
Blanket Building & Contents	\$203,193,083
Mobile Equipment	\$12,982,032
Computers (EDP)	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile & Equipment	Actual Cash Value

Deductible:

Buildings & Contents (All Perils)	\$10,000
Mobile Equipment	\$10,000

Coverage Extensions:

Business Interruption	\$500,000
Extra Expense	\$500,000
Computers (EDP)	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000

Equipment Breakdown:

Limit per Occurrence	\$100,000,000
Ordinance or Law Limit	\$100,000,000
Hazardous Substance	\$250,000

Deductible: \$10,000

Coverage Extensions:

Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$100,000,000
Spoilage/Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

Loss Experience

Provided

Police Animal Mortality Coverage

Scheduled Limit	\$13,000
Deductible	\$0

OPTIONAL COVERAGE: We currently do not have this level of coverage but want to include in future coverages. Please provide separate pricing for this coverage.

Data and Network Security

Security and Privacy Liability Coverage

Coverage Features Coverage responds to important third party liability for claims arising from:

- A failure of the network security
- A failure to protect personally identifiable information from misappropriation, including disclosures as a result of social engineering attacks (e.g., phishing)
- A failure to protect or wrongful disclosure of private or confidential information
- Violation of any federal, state or local privacy statute alleged in connection with failure to protect private information
- Broader definition of “computer system” to include leased computers

Limit of Liability \$75,000 per occurrence

Deductible \$2,500 per claim

Event Management Coverage

Coverage Features Coverage responds to the costs to retain public relations services to assist in managing and mitigating a covered privacy or network security incident.

- Includes costs to notify consumers of a release of private information. Such notification is now mandated by most states and can be very costly
- Includes cost of credit-monitoring or other remediation services to help minimize damages to those victimized by a covered privacy or network security incident
- Includes costs associated with losses to information assets such as customer databases resulting from a failure of network security
- Provides vital protection for “intangible” assets that are not covered by traditional property insurance

Limit of Liability \$10,000 per occurrence

Deductible \$2,500 per claim

Covered Event Examples:

- Malicious hackers
- Phishing
- Rogue employees stealing and selling information
- Dumpster diving
- Lost/stolen laptops or equipment
- Error/Negligence – city representative accidentally mass emails personal information in their care, custody and/or control
- Further passing along of a computer virus

Risk Management Services*

Loss Control and Safety Training

- On Site Visitation
- Awareness Training
- Awareness through safety bulletins
- Automobile Drivers Training
- Access to Safety Videos/Library

Safety Grant (Optional)

- Up to \$6,000 in grant funding
- Subject to approval and requirements

Employment Practices Helpline

- Legal Advice

Property Appraisals

- Building Valuations
- Content and Historical Valuations

**Services to be included in annual premium.*

Section 4---Submittal Requirements

Each firm must submit five (5) copies of their proposal, enclosed in a sealed envelope or box, addressed to Mr. Bill Gilliland, Purchasing Director, P.O. Box 1433, Rome, Georgia, 30162-1433 and labeled **“Proposal for Property and Casualty Coverage, RFP 016-15”**. Proposals shall be received until **3:00 P.M., March 25, 2015** in the City of Rome Purchasing Department, City Hall, 601 Broad Street, Rome Georgia, 30161.

Please organize your submittal in the following format:

4.1 Cover letter stating your firm's interest in providing coverage and services. Include a brief statement regarding experience, qualifications and the name of the primary firm representative that will be the lead account representative.

4.2 Firm Background: Provide general information about your firm's history, number of employees, number of registered/licensed professionals, etc. If your firm has multiple offices, define the primary office that will provide services for this account.

4.3 References: Provide current contact information for three references of which your firm is currently providing coverage. The clients providing references should be of a similar sized account.

4.4 Firm Experience: Provide up to five (5) similar accounts managed within the past seven years. For each account, provide summary information on the size, cost and scope of services provided.

4.5 Account Team: Provide an organizational chart showing the Account Representatives and supporting staff. Describe briefly the role of each staff member.

4.6 Approach:

- How will your team work with City Representatives to provide Risk Management Services, cost containment, etc.

4.8 Legal and Financial Information:

- Please provide evidence of professional liability insurance coverage adequate for this project (refer to minimum insurance requirements).
- Is your firm involved in any pending claims or lawsuits? If so, please describe.
- Provide evidence of your firm's financial stability including certification that your firm or its officers or any predecessor companies are not under any part of the Bankruptcy Act, nor have filed under the Bankruptcy Act within the previous seven years.

4.9 Additional Information: Please provide any other information, unique firm attributes or approaches, comments, or clarifications that you think would be of interest to the City of Rome in consideration of your firm.

4.10 Supporting Documents: (blank copies are provided as attachments to this RFP):

- Firm's Declaration
- Certificate of Non-Discrimination
- Non-Collusion Affidavit
- Tax Identification and Certification
- Drug Free Work-Place Certification
- E-Verify Affidavit
- SAVE Affidavit

- On your firm’s letterhead, provide the statement: “The firm acknowledges the receipt of Addenda (list each number).”

Section 5 - Cost Proposal

The cost proposal must be provided in a spread sheet type format that identifies the allocation for services for each of the categories shown. The total cost proposed should be stated in a lump sum amount. Payment options should be shown as follows:

Total Annual Payment _____

Option 1: Cash Due on Binding _____

Option 2: 50% Down--Balance in 30 days _____

Option 3: 25% Down—Balance in four (4) monthly installments with the entire balance paid within Six (6) months of the effective date. _____

Section 6 - Questions and Interpretations

6.1 Interpretations

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any firm representative orally. Every inquiry or request for interpretation should be submitted simultaneously via e-mail to Kristy Childre, kchildre@romea.us and Bill Gilliland, bgilliland@romea.us.

6.2 Addenda/Questions and Answers

Responses to inquiries and requests for interpretations, or any supplemental instructions, will be provided in an Addendum and posted on the City of Rome Georgia website. www.romefloyd.com. It is the responsibility of all interested parties to visit the stated website frequently during the open proposal period to insure receipt of any new information or questions and answers that may be posted. Questions received within three (3) days of the proposal due date will not be answered. Oral responses provided by any City of Rome staff member will not be considered as an official response.

Section 7 - Evaluation and Selection Process

Proposal will be evaluated by a team consisting of City of Rome representatives. Evaluation team members will review the proposals individually and collectively to determine total points and rank them accordingly (50 points maximum). Following the initial round of scoring, a short list of firms will be established and invited for interviews. Additional points will be awarded based on the verbal presentations (50 points maximum). From the evaluation of proposals and interviews, a total of 100 points is available.

All submittals will be evaluated based on cost, services provided, firm history. The evaluation will consider the following factors:

1. Experience as evidenced by accounts of a similar size and nature that the account team has managed in the last 7 years (maximum 10 points for firm experience and maximum 10 points for individual account team member experience).
2. Firm stability as evidenced by history, financial stability, and appropriate insurance coverage and business reputation (maximum 5 points).
3. Approach to delivering the highest quality Insurance Services Proposal, working in an account team environment to deliver a quality product that meets the Owner's budget and services requirements (maximum 10 points).
4. Information from references included with the proposal (maximum 5 points).
5. Cost proposal (maximum 10 points).

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications:

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **March 25, 2015 at 3:00 p.m.** but may not be withdrawn after such date and time.

That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____ 20____

NOTARY PUBLIC

CITY OF ROME

DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: _____

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ROME, GEORGIA

E-VERIFY COMPLIANCE AFFADAVIT

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 Rome, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A, § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number
(Not Required if Less than 10 Employees)

Signature (if less than 10 employees)

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____(city) _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____

NOTARY PUBLIC
My Commission Expires:

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFADAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United State citizen.
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: