



CITY OF DUBLIN
 INVITATION TO BID
BID #23-03-003
 Issue Date: March 21, 2023

OPENING DATE AND TIME: **April 7, 2023, at 2:00 PM**

The City of Dublin will receive sealed bids for furnishing supplies or services at:

**CITY OF DUBLIN PURCHASING OFFICE
 702 E. MADISON ST.
 DUBLIN, GA 31021**

Bids will be publicly opened and read on the above stated date and time, local time prevailing. Late bids will not be accepted. No extension of the bidding period will be made. The City reserves the right to award a bid to multiple bidders when more than one item appears in a bid package.

Purchase requested by: Surface Water Plant

ITEM #	SUPPLIES/SERVICES	UNIT COST
1	30'L x 30'W x 14'H Metal Building Per attached specifications	\$ _____

**W-9 must be submitted with bid

In compliance with the above, the undersigned offers and agrees, if this bid is accepted within sixty (60) calendar days from the date of opening, to furnish any and all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule. Items on bid are exempt from federal excise tax and Georgia sales and use tax. Title shall pass to the City only upon actual receipt and acceptance of the items. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern. Terms are N30. Bids will not be accepted via facsimile. _____ (Please initial)

NAME & ADDRESS OF BIDDER	SIGNATURE OF BIDDER
	DATE

PHONE NUMBER & FAX NUMBER	SIGNER'S NAME & TITLE (Type or Print)
_____	_____
_____	_____
E-Mail: _____	

For information regarding this bid, contact Kris Harden, CPPB, Purchasing Director, at 478-277-5047.

INSTRUCTIONS FOR BIDDERS

I. Bids must be received by the designated date and time.
Late bids will not be accepted.

II. Bids must be delivered to:

City of Dublin - Purchasing Department
P. O. Box 690
215 Truxton St.
Dublin, GA 31040
ATTN: Kris Harden

III. Bids must be sealed with the bid number clearly printed on the outside of the envelope.

IV. Bids must be complete and include:

- A. Completed Bid Proposal Form
- B. Executed Affidavit of Non-Collusion
- C. Executed Bidder's Declaration

- All bids submitted shall be subject to acceptance or rejection and the City of Dublin specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.
- Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** may be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures are not acceptable.
- All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- If only one bid is received, the bid will be forwarded to the Mayor and Council for a determination to accept and award the bid or to reject and re-bid.
- Bids requiring bid bonds will not be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
- Bids must meet or exceed the specifications in order to be considered by the City of Dublin. Any reference to brand name is to be considered generic. The City of Dublin reserves the right to award a bid to more than one bidder when two or more items appear on the bid schedule. Awards will be based on the lowest and best bid with local vendors within the City of Dublin receiving a 3% preference. Payment terms are N30 unless otherwise stated in the bid.

- Bidders shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Dublin and will not be returned to bidders unless a written request to withdraw is received prior to the designated date and time of the bid opening.
- It shall be the responsibility of **all** bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. **Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of bid.**
- All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and City Council that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
- When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by a list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interest of the City to do so for the purpose of testing.
- The unauthorized use of patented articles is done entirely at risk of successful bidder.
- The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
- Only the latest model equipment as evidenced by the manufacturer's current published literature, will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
- A contract will not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
- Contracts may be cancelled by the City with or without cause with 30-day written notice.



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. Affiant 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. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Dublin or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Dublin 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

BIDDER'S 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 this bid may be withdrawn by requesting such withdrawal in writing at any time prior to the scheduled bid opening, but may not be withdrawn after such date and time.
- That the City of Dublin 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 Dublin reserves the right to award the bid to separate bidders when more than one item appears on the schedule. The City of Dublin reserves the right to waive any technicalities and formalities in the bidding.
- That the bidder understands that these specifications are the minimum requirements and must be met or exceeded in order to be considered by the City of Dublin. The bidder acknowledges that the item bid is suitable for the intended application.
- That by submission of this bid the bidder acknowledges that the City of Dublin 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)



TERMS AND CONDITIONS -- INVITATION TO BID

1. CHANGES: No change will be made to this invitation except by written modification by the City Purchasing Office. Requests for changes must be in writing and received at least ten (10) calendar days prior to the time set for opening of the bids.

2. FOB POINT: Bid price to include shipping, packing, crating, and unloading at the address in the BID SCHEDULE. Title to remain with vendor until fully accepted by the City. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at City's direction. All bid responses received will be F.O.B. Dublin. Due to volume of order, delivery shipment schedule will be coordinated between the successful bidder and the City of Dublin.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the bid number on the envelope.

5. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened.

6. BID BONDS:

- A. Bid Bond: not required
- B. Payment and Performance Bonds: not required

7. SITE INSPECTIONS: When applicable, bidders should inspect the site to ascertain the nature and location of work and the general conditions which could affect the cost of the work. The City will assume no responsibility for representations or understandings made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

8. AWARD OF CONTRACT: Awards will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City. Prices will not necessarily be controlling, but quality, equality, efficiency, delivery, suitability of item(s) offered, maintainability, and reputation of item(s) in general use will also be considered with any other relevant factors. The City reserves the right to reject any and/or all bids

submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract(s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City of Dublin.

8.1: In accepting this contract, the vendor attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

9. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page if necessary and/or on the **Bid Schedule**. While the City reserves the right to make an award to a nonconforming bidder when in the best interest of the City, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the City unless incorporated in an award resulting from this invitation and so stated.

10. BID RESULTS: Interested parties may request, in writing, a **Bid Tabulation** by sending a self-addressed, stamped envelope with their request to City of Dublin Purchasing Department, P. O. Box 690, Dublin, GA 31040. Tabulations may also be requested by e-mail to hardenk@dublinga.org.

11. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by City on invoices submitted and approved by the proper city representative within thirty (30) days of receipt of invoice unless discounts apply (see item #13). Invoices are to be submitted to: City of Dublin, P. O. Box 690, Dublin, GA 31040.

11.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Purchase order numbers must appear on all delivery tickets and invoices.

11.2 Vendor must furnish delivery receipt identifying that this order has been delivered in accordance with the specifications, quantities, and price as set forth on the purchase order. A City of Dublin employee's signature must appear on the delivery receipt or invoice.

11.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. The CITY OF DUBLIN is exempt from taxes but the successful bidder shall pay all taxes required of him by law and the CITY OF DUBLIN cannot exempt others from tax.

11.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13

O.C.G.A. chapter 11 ET. SEQ.).

12. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable at (478) 277-5018 or to City of Dublin, ATTN: Accounts Payable, P. O. Box 690, Dublin, GA 31040.

13. DISCOUNTS: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the City, whichever is later.

14. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed with ten (10) calendar days of from award notice. If the contract document is mailed, the date of presentation shall be the postmark date.

15. INCLUSION: All items and/or services which are standard, expected, necessary, and/or routine to such a project as this and not actually stated in this invitation will be the responsibility of the successful bidder to provide at no other cost to the City unless so stated on the successful bidder's proposal as additional cost items and accepted by the City at the time of the award and/or contract.

16. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or licenses required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said Government as publisher of any such regulation(s) or guideline(s).

17. INDEPENDENT CONTRACTORS: The bidder represents to the CITY OF DUBLIN that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of the CITY OF DUBLIN and nothing contained in this invitation or a contract resulting from same shall be construed to constitute the bidder or any of his employees, agents, or subcontractors as a partner, employee, or agent of the City nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

18. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

19. STARTING TIME: work will commence within the stated calendar days and commence in a routine, orderly manner until completion and acceptance by the City.

20. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless the CITY OF DUBLIN from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

21. TERMINATION: pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this invitation, if not sooner terminated pursuant to the provisions of terminations contained herein, is terminable by the CITY OF DUBLIN Council on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Council in a public meeting and such action entered in the Official Minutes of the CITY OF DUBLIN Council.

22. APPROPRIATION OF FUNDS: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated unobligated funds available to satisfy the City's obligations under said contract(s).

23. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of the thirty (30) calendar days following the date of the initial letter of complaint.

24. LIQUIDATED DAMAGES: Any liquidated damages will be listed in the Special Terms and Conditions.

25. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, container, etc. shall be new and suitable for storage; unless otherwise stated by the CITY OF DUBLIN.

26. USE OF TRADE NAMES: Reference to brand or trade names are for comparative purposes only. Proposers may submit proposals on items from other manufacturers. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation. Failure to provide supporting data shall be cause for rejection.

27. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

28. TAXES: The City of Dublin is exempt from Federal Excise and State Sales Taxes.

29. LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal,

state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

30. INTEGRITY OF BID DOCUMENTS: Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

31. FORCE MAJEURE: In the event that either party shall be delayed or hindered in or prevented from the performance required hereunder by reasons of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned

CITY OF DUBLIN
P. O. BOX 690
DUBLIN, GA 31040

NO BID RESPONSE

IF FOR SOME REASON YOU ARE NOT BIDDING ON THIS PROPOSAL, PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE ADDRESS BELOW BEFORE THE BID DEADLINE STATED ON THE ORIGINAL SCHEDULE.

REASON(S) FOR NO BID:

____ CANNOT SUPPLY AT THIS TIME

____ ENGAGED IN OTHER WORK

____ QUANTITY TOO SMALL

____ JOB TOO LARGE

____ CANNOT MEET REQUIRED DELIVERY

____ OPENING DATE DOES NOT ALLOW SUFFICIENT TIME TO PREPARE BID

____ EQUIVALENT NOT PRESENTLY AVAILABLE

OTHER REASON OR REMARKS:

COMPANY OR FIRM NAME

SIGNATURE

TITLE

DATE

RETURN TO: CITY OF DUBLIN
PURCHASING DEPT.
PO BOX 690
DUBLIN, GA 31040



**City of Dublin, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 contracting with the City of Dublin has registered with and is participating in a Federal Work Authorization Program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract the City of Dublin, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dublin at the time the subcontractor(s) is retained to provide the service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Office or Agent

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

Notary Public
My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)



City of Dublin, Georgia
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Dublin has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date _____

Title of Authorized Office or Agent of Subcontractor

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

Notary Public: _____

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)



**SAVE COMPLIANCE AFFIDAVIT
O.C.G.A § 50-36-1(e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Dublin, 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:

SPECIFICATIONS:

The City of Dublin is accepting bids for the purchase and installation of a 30' x 30' x14'-0 metal building for the Surface Water Plant located at 106 Parker's Dairy Road, Dublin, GA. Price to include all installation and materials. Bidders should include a drawing of the proposed building. The following specifications are the minimum acceptable and must be met or exceeded in order to be considered. Any exceptions to the specifications should be explained in the spaces provided.

- Furnish and install (1) 30' x 30' x 14'-0' pre-engineered steel metal building with 1:2 roof pitch
- Roof system 1:12 pitch 26 ga.
- 26 ga. Wall panels
- Wall Color – Beige
- Roof Color – Galvalume
- (2) 3070 Steel walk in doors with dead bolts and closers, both to be located on the opposite side of the roll up doors
- (2) 12'-0 x 12'-0 roll up doors with hand chain operators, both to be located on the front of the building
- Install approximately 900 square feet of concrete 3500 psi with fiber, 6" foundation
- Contractor responsible for all site prep work
- Install overhead lighting – 2 rows of (4) 4-buld LED fixtures (8 total)
- Install 220-volt outlets – (3) one on each end and one in the middle
- Exhaust fan on each gable end
- Warranty: _____

Exceptions to the specifications: _____

