



**CITY OF GRIFFIN, GEORGIA**

**REQUEST FOR PROPOSAL**

**RFP #18-009**

**For**

**FY18 Valve Maintenance Program**

**For all questions about this RFP contact:**

*Cindy Fay, Procurement Analyst*  
[cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)

**Deadline:**  
**Monday, November 13, 2017 at 2:00 P.M.**

# IMPORTANT SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If this label is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and solicitation number are not discernable, your response may not be recorded as properly received.



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## RESPONSE SUBMITTAL

DELIVER TO:

CITY OF GRIFFIN  
PROCUREMENT – 3<sup>RD</sup> FLOOR  
100 S HILL STREET  
PO BOX T  
GRIFFIN, GA 30224

**BID/PROPOSAL #:** RFP 18-009

**BID/PROPOSAL NAME:** FY18 VALVE MAINTENANCE PROGRAM

**DUE ON OR BEFORE:** 11/13/17 @ 2:00 PM (EST)

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**CONTACT PHONE & EMAIL:** \_\_\_\_\_

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# CITY OF GRIFFIN, GEORGIA REQUEST FOR PROPOSAL

## 18-009

### FY18 Valve Maintenance Program

#### 1. SECTION I – SOLICITATION-SPECIFIC INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

##### 1.1. PURPOSE

The City of Griffin (City) is seeking a service contract for the provision objective of the Potable Water System Valve Maintenance and Repair program is to have maintenance performed on the potable water distribution system’s isolation valves. The maintenance work will consist of operating the valve and recording valve related information in a format compatible with the City’s GIS system. It may also include selective repair and/or replacement of the potable water distribution system valves.

##### 1.2. SCHEDULE & SUMMARY

This Invitation to bid will be governed by the following schedule and criteria:

##### DATES

Release of Request	Thursday, October 12, 2017
Pre-Conference Meeting	No
Questions due	Wednesday, October 25, 2017
Responses due	Wednesday, November 1, 2017 by 2:00 PM
# of Response Submittals Required	Three, <u>in addition</u> to one original AND one electronic copy
Public opening	Yes
Bonds required	Yes - Bid / Performance / Payment ( <i>see section 3.8</i> )
Project manager	Joseph Johnson; <a href="mailto:jjohnson@cityofgriffin.com">jjohnson@cityofgriffin.com</a>

##### 1.3. SCOPE OF WORK

The City of Griffin (City) is seeking bids from qualified suppliers to provide maintenance and repair for the City’s potable water distribution system. All work as described in the technical specifications is subject to inspection of the City’s Public Works and Utilities Department. It shall be the Supplier’s responsibility to coordinate with the City of Griffin Public Works and Utilities Department for inspection services. All work shall be done in accordance with the laws of the State of Georgia and shall meet or exceed the ANSI A300 Standards, latest edition and any amendments thereto. Detailed specifications are listed in the Specification and Response section beginning on page 19.

##### BACKGROUND

The City’s potable water distribution system consists of approximately 214 miles of water mains ranging in size from 1-inch to 36-inch in diameter, with the majority of the system being either 6-inch or 8-inch pipe. The system contains approximately 1,600 valves. The installation of the water distribution was initially begun in the 1890’s with substantial expansions occurring between the 1960’s and the 1990’s.

## SCHEDULE

The valve exercising program is expected to commence upon the issuance of a Notice to Proceed. This work is to be completed in 120 days. The valve repair/replacement portion of the project will commence in approximately 30 days after the valve exercise portion of the project is complete or as may be scheduled by the City. The number or valves to be repaired or replaced will be based on the unit costs for the work to be performed and the utility budget allocated to perform the work.

### 1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

- a. \_\_\_ Information/Cover Page (*supplied*)
- b. \_\_\_ Disclosures and Bid Response Acknowledgement (*supplied*)
- c. \_\_\_ Pricing Sheet - (*supplied*)
- d. \_\_\_ References Sheet (*supplied*)
- e. \_\_\_ Tax Compliance form (*supplied*)
- f. \_\_\_ Supplier Registration paperwork – **to be done online\***
- g. \_\_\_ Supplier Affidavit – **an additional copy of the Supplier (EV) affidavit must be included with response**

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\* If a complete and compliant registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources or by contacting our office.

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### 1.5. EVALUATION CRITERIA

It is imperative the submitted proposal fully address all aspects of the RFP. The proposal response must provide the City's evaluation team with clearly expressed information concerning the supplier's understanding of the City's specific requirements. All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more of the selected suppliers.

The basis of selection will be the best evaluated response suited for this project. Other considerations in addition to price will include, but are not limited to:

- Ability to meet the City's specifications & provide the service
- Experience
- Quality of workmanship and products used
- Timeliness of project completion
- Additional costs to the City
- Prior Supplier performance
- References
- Guarantees and warranties
- Value added services and/or options
- Financial solvency

At the City's discretion, a short list of the most qualified suppliers may be compiled during the evaluation process and additional information requested regarding their submittals may be, either in writing or in a presentation and interview session. The City reserves the right to request product demonstrations or to conduct site visits to assess installations similar to the one proposed.

**1.5.1. SELECTION CRITERIA**

The following categories will be graded and used for the selection of the successful supplier. Weightings are approximate:

- Ability to meet scope of work 30 %
- Demonstrated technical capability 25 %
- Qualifications/Staff Experience/References 20 %
- Fee Schedule 20 %
- Added Value 5 %

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*The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.*

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## CITY OF GRIFFIN, GEORGIA REQUESTS FOR PROPOSAL GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

### 2. SECTION II – COMMUNICATION OF INFORMATION

All information, notices and addenda regarding this RFP shall be posted on the City's website. It is the Supplier's responsibility to check the site on a regular basis in order to confirm they have the most current information before submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

#### 2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP must be submitted in the following format:

Company Name

- Question

Citation of relevant section of the RFP

All questions regarding specification/technical issues must be in writing to the Project Manager for this RFP (with a 'cc' to Procurement). The Project Manager, contact email and deadline for questions is noted in section 1.2.

All questions regarding administrative issues must be in writing to the Procurement Analyst:

Address: Cindy Fay  
Procurement Analyst  
City of Griffin  
P. O. Box T, Griffin, GA 30224

Email: [cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted on the City's website as an addendum.

**From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager. The City reserves the right to reject the submission of the offending Supplier if this provision is violated.**

Any updates or changes to this and related documents will be posted on the City's website (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this RFP request.**

#### 2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

### **3. SECTION III –OVERVIEW AND PROCEDURES**

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

#### **3.1. COMPANY BACKGROUND & EXPERIENCE**

Suppliers that have not contracted with the city in the past 2 years must provide a list of clients for whom similar services, as detailed in this RFP, have been provided during the past 3-4 years. References must be for the organization or person submitting the response. Subcontractor's references are not acceptable.

The list must include:

Dates of service

Name of contact person

Title of contact person

Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination.

Failure to provide this information will disqualify the submission response.

#### **3.2. REFERENCES**

References should be for historical projects of similar size and scope. Details regarding these references are noted in the Specifications and on the Reference page.

#### **3.3. RFP REQUIREMENTS**

##### **3.3.1. SPECIAL CONDITIONS**

By submitting a response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a RFP are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this awarded response. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

##### **3.3.2. RESPONSES**

In responding to a RFP, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items when requested may be deemed as sufficient reason to reject a submission. If response forms are not provided for all specification detail items, any non-compliance must be clearly marked, detailed and included with the response



submittal. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate any disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

### **3.3.3. PACKAGING OF SUBMITTAL RESPONSE**

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

**(Supplier Name)  
RFP # (RFP Number)  
(RFP Title)**

**Supplier response to this solicitation must consist of the following documents in addition to any specific information requested:**

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Vendor Affidavit (E-Verify) (available online),**
  - **W-9 (available online),**
    - *The City cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over \$99,000) (supplied if required),**
- **Reference list of a minimum of three (3) references (supplied).**

### **3.3.4. SUBMISSION OF RFP RESPONSE**

The original and specified copies of the response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any response received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Responses must be submitted to:

**City of Griffin  
Attention: Cindy Fay, Procurement Analyst  
P. O. Box T, Griffin, GA 30224**

Or delivered to:

**Attention: Cindy Fay, Procurement Analyst  
100 S Hill Street, 3<sup>rd</sup> Floor  
Griffin, GA 30223**

**\*Note: Notify Procurement via email ([cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)) if submittal is mailed via Post Office (USPS).**

### **3.3.5. ALTERNATE DOCUMENTS**

Documents prepared by the City must be used for the submission of the RFP Response. Alternate document forms or forms that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in

their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

### **3.3.6. ADDITIONAL INFORMATION/ADDENDA**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its' addendums. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

***Suppliers must acknowledge any issued addenda. Response submittals which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the response submittal if the addendum contains information which substantively changes the City's requirements.***

### **3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS**

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

### **3.3.8. WITHDRAWAL OF RESPONSE**

A Supplier may withdraw his response before the submittal deadline without prejudice to the Supplier by submitting a written request of withdrawal to the Procurement Analyst.

### **3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS**

Response submittals received after the RFP opening date and time will not be accepted. Modifications to responses received after the opening date will not be considered. The City assumes no responsibility for the premature opening of a submittal not properly addressed and identified or not delivered to the proper designation.

### **3.3.10. MINIMUM ACCEPTANCE PERIOD**

Responses shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt. Suppliers will be asked for an 'expiration date' for their response, when exceptions are appropriate. This does not impact the contract price once awarded.

### **3.3.11. DISQUALIFICATION OF RESPONSES OR SUPPLIERS**

Suppliers may be disqualified from participation in the RFP process for reasons which include, but are not limited to the following:

3.3.11.1. Evidence of collusion;

3.3.11.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.11.4. Being in arrears on taxes owed to the State of Georgia;

3.3.11.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises other party on prior projects which, in the City's judgment and sole discretion, raises party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;

3.3.11.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or

3.3.11.7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the Supplier or the rejection of their submittal;

### **3.3.12. REJECTION/CANCELLATION/AWARD**

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;

- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all responses or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the proposal that is in the best interest of the City, regardless of whether it is the lowest submission;
- g) award the proposals received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this RFP at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one Supplier is not in the City's best interest, "all or none" offers will be rejected.

### **3.3.13. COST INCURRED BY SUPPLIERS**

All expenses involved with the preparation and submission of the response submittals to the City, or any work performed in connection therewith, are the responsibility of the Supplier(s).

### **3.3.14. RFP OPENING**

All RFP responses will be opened on the pre-determined opening date. The response submittal details and related documents will not be reviewed at the opening; they will be turned over to an evaluation committee. No announcements or awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the RFP process. Refer to section 2.1 for details regarding this Status. **Any RFP-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

### **3.3.15. AWARD AND RESULTING CONTRACT**

Award will be made to the lowest responsive and responsible Supplier whose submittal is compliant to the terms of this solicitation request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

### **3.3.16. PROTESTS**

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to respondents. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

#### **3.3.16.1. FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

- 3.3.16.1.1. The name (company), address, telephone number and email of the protestor
- 3.3.16.1.2. Signature and printed name of the protestor
- 3.3.16.1.3. Identification of the solicitation and the sections contested
- 3.3.16.1.4. A statement of reason for the protest including copies of relevant supporting documents
- 3.3.16.1.5. A description of the remedy requested.
- 3.3.16.1.6. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

### **3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)**

Where applicable, all items offered that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this RFP shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

### **3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The Supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any Supplier is not satisfactory, the response of such Supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

### **3.6. NON-COLLUSION AFFIDAVIT**

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

### **3.7. HOLD HARMLESS AND INDEMNIFICATION**

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

### **3.8. BID BONDS (Bid, Performance, Payment)**

For any proposal as required and noted in Section 1 of this document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the Supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful Suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of the response. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

## **4. SECTION IV – OTHER GENERAL SPECIFICATIONS**

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section (if applicable) will take precedence.**

#### **4.1. LIQUIDATED DAMAGES**

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

#### **4.2. FORCE MAJEURE**

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

#### **4.3. SUPPLIER'S INVOICE**

- 4.3.1.** The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *(insert project manager name)*, PO Box T, Griffin, GA 30224. A proper invoice must include the items below:
  - (a) Name and address of the Supplier.
  - (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
  - (c) Purchase order number for supplies delivered or work completed.
  - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
  - (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
  - (f) Name and address to which payment is to be sent.
  - (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (h) Any other information or documentation required by the contract (e.g., evidence of shipment).
- 4.3.2.** A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
  - (a) Name of supplier
  - (b) Purchase Order number

- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

#### **4.4. TAX LIABILITY**

The City is exempt from sales tax under Georgia law. The successful Supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request. No purchase made by an entity or supplier is qualified to be exempt other than those made directly by the City.

#### **4.5. PAYMENT**

Payment will be made for deliverables satisfactorily executed and accepted by the City; standard terms are net 30.

#### **4.6. ESTIMATED QUANTITIES**

Any quantities of items specified in the Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Schedule & Summary and called for by orders issued in accordance with the Ordering clause.

#### **4.7. ASSIGNMENT OR NOVATION OF CONTRACT**

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

#### **4.8. TERMINATION FOR CAUSE**

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The Supplier also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least thirty (30) days prior to the effective date of the contract termination.

#### **4.9. TERMINATION FOR CONVENIENCE**

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be effected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will be responsible for payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

#### **4.10. TERMINATION FOR FUND APPROPRIATION**

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated

based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

#### **4.11.CHANGES**

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

#### **4.12. REPORTING DISPUTES**

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

### **5. SECTION V –INSURANCE REQUIREMENTS**

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

#### **5.1. STANDARD INSURANCE REQUIREMENTS**

**5.1.1.** The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

**5.1.2.** *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based.

The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

**5.1.3.** *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

**5.1.4. Umbrella Coverage**

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

**5.2. OTHER INSURANCE PROVISIONS**

**5.2.1. All Coverage**

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

**5.2.2. Commercial General Liability and Automobile Liability Coverage**

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.2.3. Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

**5.2.4. Deductibles and Self-Insured Retention**



Any deductibles or self-insured retentions must be declared to the City.

**5.2.5. Acceptability of Insurer**

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

**5.2.6. Verification of Coverage**

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

**5.2.7. Subcontractors**

Subcontractors must also be insured under the policies of insurance required herein.

**6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA**

For the successful Suppliers contracting for physical labor or providing services with the City:

**6.1. VENDOR/CONTRACTOR AFFIDAVIT**

**6.1.1.** Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

**6.2. SUBCONTRACTORS**

**6.2.1.** The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.
- 6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

**7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987**

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

***Please separate and use the following pages with your response submittal.  
Additional pages may be used as needed. Thank you for your interest and  
participation in this opportunity.***



**CITY OF GRIFFIN, GEORGIA  
REQUEST FOR PROPOSAL**

**SPECIFICATIONS AND  
RESPONSE SUBMITTAL**

**RFP #18-009**

**For**

**FY18 Valve Maintenance Program**

**Submitted by:**

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:  
Monday, November 13, 2017 at 2:00 P.M.**



## **SPECIFICATIONS & RESPONSE 18-009**

### **FY18 Valve Maintenance Program**

#### **OVERVIEW**

The City of Griffin (City) is seeking bids from qualified suppliers to provide maintenance and repair for the City's potable water distribution system. All work as described in the technical specifications is subject to inspection of the City's Public Works and Utilities Department. It shall be the Supplier's responsibility to coordinate with the City of Griffin Public Works and Utilities Department for inspection services. All work shall be done in accordance with the laws of the State of Georgia and shall meet or exceed the ANSI A300 Standards, latest edition and any amendments thereto. Detailed specifications are listed in the Specification and Response section beginning on page 19.

#### **BACKGROUND**

The City's potable water distribution system consists of approximately 214 miles of water mains ranging in size from 1-inch to 36-inch in diameter, with the majority of the system being either 6-inch or 8-inch pipe. The system contains approximately 1,600 valves. The installation of the water distribution was initially begun in the 1890's with substantial expansions occurring between the 1960's and the 1990's.

#### **SCHEDULE**

The valve exercising program is expected to commence upon the issuance of a Notice to Proceed. This work is to be completed in 120 days. The valve repair/replacement portion of the project will commence in approximately 30 days after the valve exercise portion of the project is complete or as may be scheduled by the City. The number of valves to be repaired or replaced will be based on the unit costs for the work to be performed and the utility budget allocated to perform the work.

### **SECTION VIII: REQUIREMENTS**

All requirements noted below are mandatory. Any deviations or exceptions to the requirement must be detailed in the section provided.

#### **8.1. PROJECT EXPERIENCE**

Prior project experience required shall include not less than three (3) projects of similar scope and size. The scope must include valve exercising, the recording and management of the related GIS data and valve repair and replacement experience for potable water distribution systems.

If a supplier only has experience with the valve exercising and GIS data acquisition and management or the valve repair and replacement aspects of the project the City may at its sole discretion, divide the work between contractors, or consider a firm that sub-contracts the valve repair and replacement work to another firm qualified, as defined herein, to perform underground utility construction. In such cases, the City will either award one (1) contract by aggregate total or two (2) contracts by line-item award. If a line-item award is in the best interest of the City, one contract will be awarded for the valve exercising portion of the project with the associated GIS data acquisition and management and the other contract being awarded the valve repair and replacement portion of the project.

#### **8.2. WORK TO BE PERFORMED**

The work to be performed falls into one of three categories. These valves range in size from 1" to 20". The maintenance issues requiring attention vary from not being able to access the operating nut to the valve being frozen. In the majority of the cases the reason the valve would not operate was undetermined. Details of specific tasks are in a subsequent section.

**8.2.1.** Category One: Raising 242 valve boxes in the asphalt to grade, assessing the valve and clean the box and recording the data and exercising, wherein the valve is operated to ensure it works and to record relevant data on the valve.

**8.2.2.** Category Two: Clean 749 valve boxes and exercise valve.

**8.2.3.** Category Three: raise valve boxes to grade in concrete roadway.

### **8.3. WORK DETAILS**

#### **8.3.1. Adjusting Valve Boxed to Grade in Asphalt and/or Concrete**

8.3.1.1. The primary task to be performed is the raising of valve boxed which is to include the following:

1. Locate the valve and obtain access to the valve operating nut.
2. Operate valve open to close and back open for two complete cycles.
3. Adjust top of valve box to new grade by one of the following methods. The Supplier shall select the method that is best suited for each individual valve box adjustment:
  - A. A valve box extension adapter may be added to the top of existing valve box.
  - B. Top section of existing valve box may be adjusted up or down as necessary with its adjustable limits.
  - C. Another method approved by the resident engineer.
  - D. Excavate around the valve box or service box as required.
  - E. Adjust any screw type boxes without the use of additional material providing ample thread remains on the box to provide adequate rigidity to the box.
  - F. Provide sections of box stem to adjust the tip to the required grade for non-screw type boxes and screw type boxes without ample thread.
  - G. Secure new sections of box stem adequately to the existing stem.

When valve boxes are placed in unpaved areas, cast a concrete cap 18 inches square by 8 inches deep around the valve box with top surface shaped to shed water. Concrete cap may be deleted if directed by City's engineer.

5. Paint Valve Box Cover Blue

6. Mark Curb with "V" as appropriate for the location if not already marked.

8.3.1.2. There may be other tasks required which are not included in the basic valve maintenance program. These additional tasks may be required in order to locate the valves, access the valve's operating nut prior to performing the valve exercising or may be performed after the maintenance has been completed. These tasks will be performed as required or as directed by the City. They are identified as follows:

1. Locate buried valve boxes (Bid Item: Locate Buried Valve)
2. Remove, clean and reinstall valve box (Bid Item: Clean Valve Box)
3. Realign the valve box in un-paved areas.
4. Other services as may be requested by the City.

At this time it is anticipated that there are less than 1,000 valves to be exercised.

#### **8.3.2. Valve Box Cleaning**

Through the condition assessment the study showed that 749 valve boxes required cleaning.

1. Box will be cleaned of all debris.
2. Operate valve open to close and back open for two complete cycles.
3. Record any discrepancies.

#### **8.3.3. Valve Repair (must be approved by City staff)**

Valve repair can be separated into two categories; minor repairs and major repairs. Minor repairs are ones that return the valve to full service that can be made without breaking the pressure barrier of the water system. Major repairs are those with require the water distribution system to be shut-down or wherein the pressure in the water distribution system adjacent to the valve or within any part of the water distribution system being reduced to 20 psi or less.

Minor repairs to be performed may include the following:

1. Replace operating nut.

2. Replace operating nut shear pin, key or retaining bolt.
3. Replace O-ring or gaskets in stuffing box
4. Replace O-rings or gaskets in the valve bonnet.
5. Torque Bolts.

Major repairs to be performed include the following:

1. Replace valve stem.
2. Replace valve body O-rings or gaskets
3. Replace wedge and/or wedge nut if so equipped.

**8.3.4. Valve Repair** (must be approved by City staff)

If the valve cannot be repaired or if the valve cannot be repaired cost effectively, the valve will be replaced. Valve replacement requires the removal of the existing valve and the installation of a new valve of same size and type.

Valve replacement should include at a minimum the following tasks:

1. Cut out the existing valve from the distribution system piping
2. Clean and disinfect all pipe, fittings, valve and appurtenances
3. Furnish and install "cut-in" sleeve.
4. Furnish and Install new valve
5. Restrain all joints
6. Water testing to insure required water quality parameters are maintained

During the valve replacement work the supplier shall insure no trench water or other source of contamination back flows into the open water main.

**8.3.5. Other Work**

For both valve repair and valve replacement, there are common tasks required. Both the valve repair and valve replacement tasks shall include excavation of the area around the valve and removal of the valve box as required to access the valve, performing a diagnostic of the valve to determine what repair work is required, coordinating with the utility owner with a recommendation of work required and restoration of the area after the repair/replacement has been completed. As some valves may be located under sidewalks, streets or other paved surfaces, the removal and replacement of these surfaces may be required.

**8.3.6. Company Experience shall include:**

- 8.3.6.1. Three most recently completed projects on which the firm provided services of similar size and scope as this RFP in more detail. Project details are to include a description of the project scope and services provided. It shall also include the name and telephone number of the contact person familiar with the project and consultant's work.

**8.3.7. Project Approach**

- 8.3.7.1. Outline of approach and work program for all services requested. The outline must minimally include the following information:

- 8.3.7.1.1. Detailed work schedule of the proposed work program. The work schedule must set forth a timeframe for completion and submittal of work products.

- 8.3.7.1.2. Expectations of City personnel. State the minimum expectations for involvement of the City in order to accomplish the project.

## RFP 18-009

### PRICE SUBMITTAL: Valve Maintenance Program

Company Name \_\_\_\_\_ Bid Price Valid Through \_\_\_\_\_

Pursuant to and in compliance with this Invitation to Bid, the Fixed Price Construction Contract between the City and Supplier, Special Conditions and other documents related to this solicitation, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the Potable Water System Valve Maintenance and Repair Project.

This project shall include the exercising of the water distribution system valves, the repair or replacement of the water distribution system valves that are inoperable and other work required to return existing water distribution system valves to service and as may be directed by the City. All work is to be performed in accordance with the City Standards, complete and ready to use; as required by and in strict accordance with the contract documents, project specifications and all addenda, if any issued prior to the date of this proposal at the prices listed herein as follows.

#### General Provisions –

- General: All schedules and Schedules of Values are given for the convenience of the CITY and the SUPPLIER and are not guaranteed to be complete. The SUPPLIER shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment to be included in Work performed under this Contract.
- Units of Measurement are defined as follows:
  - o Each (EA) *-See Square Feet*
  - o Square Feet (SF) *-Square Feet (SF) and Each (EA) shall be measured as the amount of the UOM installed within the limits specified and shown in the Specifications. Slope angles and elevations shall be measured using land surveying equipment. Supplier shall provide supporting documentation (i.e. drawings, truck tickets, invoices, etc) to verify actual installed quantities.*
  - o Lump Sum (LS) *-No measurement is required for Lump Sum (LS) items*
  - o Hour (HR)
- Unit Price Contracts: The quantities of work to be performed and materials to be furnished under a Unit Price Contract, as given in the Bid Form or Schedule, are to be considered as approximate only and are to be used solely for the comparison of Bids received and determining an initial Contract Price. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the SUPPLIER plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the SUPPLIER will be made only for the actual quantities of work performed or material furnished in accordance with the Specifications and subsequent contract and it is understood that the quantities may be increased or diminished as provided in the Contract without in any way invalidating any of the unit prices bid.
  - o Payment will be made for actual quantities of work properly installed as approved by the City.
- Lump Sum Contracts: The quantities of work to be performed and materials to be furnished, including all labor, equipment and incidentals required to complete the Work, are noted in the specifications and subsequent contract. Payment to the SUPPLIER of the Lump Sum Price bid for the Work will be made and shall fully compensate the SUPPLIER for the construction of the Work, completed and ready for continuous operation and use, in the manner contemplated by the Contract Documents.
  - o Payment will be made for each individual item on a percentage of completion basis as estimated by the SUPPLIER and approved by the CITY. Quantities provided in these Specifications are for the purpose of estimating the completion status for progress payments. Adjustments to costs provided in the accepted Specifications may be made only by Change Order approved in writing by the City.

#### Cost Submittal Items –

##### Mobilization & Demobilization (item 1):

- General: This item shall consist of furnishing the labor, material and equipment necessary for the preparatory work and in mobilizing for beginning work and completing work on the project under Bid Items 3 through 8 and including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site and for establishment of safety equipment, first aid supplies, sanitary and other facilities,

as required by the specifications, the special provisions, and State and local laws and regulations. The cost of preconstruction expenses such as permits, water or electricity necessary for the start of the work, excluding the cost of the construction materials, shall also be included in this pay item.

- Payment of this Bid Item will be lump sum. Only 25% of this Bid Item shall be charged in the first pay request and 25% shall be held until demobilization is complete.

#### **Bonds, Insurance and Indemnification (item 2)**

- This item includes all bonds, insurance and other related financial securities as required by the contract, specifications, the special provisions, and State and local laws and regulations for the work included in Bid Items 3 through 8. The cost of Bonds and other Insurance shall be direct cost with no markup or other fees included.

#### **Exercising Valves (item 3)**

- This item includes all furnishing of the labor, material and equipment necessary for the operation of the water system valves. The work shall include but is not limited to the locating of the valves, cleaning valve boxes, accessing the operating nut, opening and closing the valve as specified in the Scope of Services, obtaining the valve data, obtaining GIS location, painting the valve box lid, marking the curb, providing maintenance of traffic, and all other services and incidental tasks required for a complete project and as required by the Scope of Services. Measurement will be the actual number of valves exercised; payment of this Item will be based on the applicable unit price.

#### **Realign Valve Box (item 4)**

- This item includes the furnishing the labor, material and equipment necessary for the realigning of the existing valve box so that the valve box is centered over the valve's operating nut. This work will only be performed if an operating wrench cannot be fitted to the operating nut because of misalignment of the valve box. Measurement will be the actual number of valves realigned; payment of this Item will be based on the applicable unit price.

#### **Valve Box Cleaning (item 5)**

- This item includes the furnishing the labor, material and equipment necessary for the removal of debris from the valve box as required to access the operating nut. Normal cleaning of the valve box utilizing vacuum excavation or like process is not included under this Bid Item. The item shall include extraordinary labor and equipment necessary to remove, clean the interior of all debris and reinstall the valve box. Measurement will be the actual number of valve boxes cleaned utilizing the described method; payment of this Item will be based on the applicable unit price.

#### **Other Services as Directed (item 6)**

- This item includes the furnishing the labor, material and equipment necessary for the performance of other services related to the operation and/or maintenance of the water valves as specified by the City and which are not otherwise included in other bid items. Measurement will be the actual number of hours expended to perform the directed work; payment of this item will be based on the applicable hourly rate given on the bid form.

#### **Minor Repair to Valve (item 7)**

- This item includes the furnishing the labor, material and equipment necessary for the performance of minor repairs of the valves regardless of the size of the valve. A minor repair is a repair which does not require the valve to be taken out of service or result in a drop of pressure within the water distribution system. The repair work shall include furnishing the labor, materials and equipment necessary to replace the operating nut, replace the operating nut's sheer pin, key or retaining bolt, replace the O-rings or gaskets in the stuffing box or bonnet, torque bolts. Other work required to perform the repair may be required and shall be performed. This includes maintenance of traffic at the work site, excavation of the valve, removal of the valve box, performing diagnostics to determine if the valve can be repaired or must be replaced, back filling and compacting the excavation, reinstalling the valve box, restoring the disturbed area around the valve and repairing or replacing any landscaping and sod. Measurement will be the actual number of valves repaired and returned to full service. Payment of this Bid Item will be based on the applicable unit price by valve size.

#### **Major Repair of Valve (item 8, 9, 10, 11 & 12)**

- These items include the furnishing the labor, material and equipment necessary for the performance of major repairs of the various size valves. A major repair is a repair which requires the valve to be taken out of service and results in the system pressure to fall below 20psi anywhere in the system. The repair work shall include furnishing the labor, materials and equipment necessary to replace the valve stem, replace O-rings or gaskets in the valve body, replace the wedge or wedge nut, disinfect all parts in contact with the water and perform bacteriological testing of the water after repairs are complete.



- Other work required to perform the repair may be required and shall be performed. This includes isolating the water main so that pressure may be released, maintenance of traffic at the work site, excavation of the valve, removal of the valve box, performing diagnostics to determine if the valve can be repaired or must be replaced, back filling and compacting the excavation, reinstalling the valve box, restoring the disturbed area around the valve and repairing or replacing any landscaping and sod. While the valve is disassembled, the contractor shall protect the water system from contamination. Measurement will be the actual number of valves repaired and returned to full service. Payment of this Bid Item will be based on the applicable unit price by valve size.

**Replacement of Valve (item 13, 14, 15, 16, 17, 18, 19, 20 & 21)**

- These items include the furnishing the labor, material and equipment necessary for replacing various size valves. The replacement work shall include furnishing the labor, materials and equipment necessary to take of water main out of service including line-stops as necessary, cut out the existing valve, clean and disinfect all pipe, fittings, valve and appurtenances, furnishing and installing a valve of the same size, furnish and install a "cutin sleeve or unions as necessary, restrain all joints and perform bacteriological testing of the water main after the valve replacement is complete. Valves are to be provided shall comply with City's standards. Other work required to perform the repair may be required and shall be performed. This includes maintenance of traffic at the work site, excavation of the valve and piping as required to perform the work, removal of the valve box, back filling and compacting the excavation, reinstalling the valve box, restoring the disturbed area around the valve and repairing or replacing any paved areas, landscaping and sod. While the valve is removed, the contractor shall protect the water system from contamination. Measurement will be the actual number of valves replaced and placed into service. Payment of this Bid Item will be based on the applicable unit price by valve size.

**Remove and Replace Concrete Sidewalk (item 22)**

- This item includes the furnishing the labor, materials and equipment necessary to remove and replace existing concrete sidewalk, including but not limited to cutting the concrete, removing and disposing the concrete, forming, placing concrete, concrete finishing and other incidental tasks required for a complete installation. Measurement will be the actual number of square feet of new sidewalk installed. Payment of this bid amount will be based on the unit price for the Bid Item.

**Remove and Replace Asphalt Roadway (item 23)**

- This item includes the furnishing the labor, materials and equipment necessary to remove and replace existing roadway, including but not limited to cutting the pavement, removing and disposing of the pavement and base materials, providing and preparing base materials and pavement, finishing the roadway, providing striping, and all other incidental tasks required to restore the roadway back to pre-existing or better conditions. Measurement and Payment: Measurement will be the actual number of square feet of new pavement installed. Payment of this bid amount will be based on the unit price for the Bid Item.

## COST SUBMITTAL: 18-009 Valve Maintenance Program

Company Name \_\_\_\_\_ Bid Price Valid Through \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	Project UOM	Price per Unit
1.	Mobilization and Demobilization (for items 3-5)	LS	
2.	Bonds, Insurance and Indemnifications (for items 3-5)	LS	
3.	Exercise Valves	EA	
4.	Realign Valve Box	EA	
5.	Clean Valve Box	EA	
6.	Other Services as Directed by City	HR	
7.	Minor Repair to Valve	EA	
8.	Major Repair to 6" Valve	EA	
9.	Major Repair to 8" Valve	EA	
10.	Major Repair to 10" Valve	EA	
11.	Major Repair to 12" Valve	EA	
12.	Major Repair to 16" Valve	EA	
13.	Replace 1" Valve	EA	
14.	Replace 2" Valve	EA	
15.	Replace 3" Valve	EA	
16.	Replace 4" Valve	EA	
17.	Replace 6" Valve	EA	
18.	Replace 8" Valve	EA	
19.	Replace 10" Valve	EA	
20.	Replace 12" Valve	EA	
21.	Replace 16" Valve	EA	
22.	Remove and Replace Concrete Sidewalk/or Street	SF	
23.	Remove and Replace Asphalt Roadway	SF	

Note as to quantities – any reference to quantities provided are for obtaining contract unit prices only. The actual number of valves to be maintained, repaired and/or replaced, the associated work and the square footage of paving work required to be removed and replaced shall be determined during the course of the project and shall be given in the work order issued pursuant to the contract.

Additional comments/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.*

*The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.*

*The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.*

**COMPLETED BY:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Signature) (Printed Name)



# SUPPLIER DISCLOSURES

## 18-009

All solicitations must contain signed and notarized statements of Non-Collusion and with a YES response and attach to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

**Collusion.** Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

**Conflict of interest.** A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized official of company**

\_\_\_\_\_  
**Printed Name**

**Sworn to and subscribed before me this** \_\_\_\_ **day of** \_\_\_\_\_ **, 20** \_\_ **.**

**Notary Public:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

### OTHER SUPPLIER DISCLOSURES

*Any response of 'Yes' must be explained in full (separate sheet may be used).*

**Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

\_\_\_ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

\_\_\_ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

\_\_\_ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

\_\_\_ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

**SUPPLIER ACKNOWLEDGEMENTS** *(please initial)*

\_\_\_ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

\_\_\_ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

\_\_\_ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

\_\_\_ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

\_\_\_ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

**Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.**

**BID RESPONSE SIGNATURE**

I am registered (and compliant) with the City's online registration system: Yes \_\_\_ Not yet \_\_\_  
*The City cannot award to a supplier that is not registered and compliant.*

NAME OF COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY /STATE/ZIP: \_\_\_\_\_

PHONE (including area code): \_\_\_\_\_ E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE

\_\_\_\_\_  
NAME (PRINTED)

\_\_\_\_\_  
TITLE (PRINTED)

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN REJECTION OF THE RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.**

## **REFERENCES**

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

**REFERENCE 1:**

Company Name: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 2:**

Company Name: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 3:**

Company Name: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**COMPLETED BY:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(Signature)

(Printed Name)



## TAX COMPLIANCE FORM\*

*\*Must be completed for all submittals with an aggregate total of more than \$99,000.00.*

### **INSTRUCTIONS TO SUPPLIERS**

Please complete the following information:

- Supplier's Name: \_\_\_\_\_
- Physical Location Address: \_\_\_\_\_  
\_\_\_\_\_
- Federal Identification Number (FEI): \_\_\_\_\_
- Have you ever been registered in the State of Georgia? \_\_\_\_\_
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): \_\_\_\_\_
  - Sales and Use Tax Number: \_\_\_\_\_
  - Withholding Tax Number: \_\_\_\_\_
- What type of service will you perform? \_\_\_\_\_
- Will you sell any tangible personal property or goods? \_\_\_\_\_
- Supplier's Affiliate's Name: \_\_\_\_\_
  - FEI: \_\_\_\_\_
  - STI: \_\_\_\_\_
  - Sales and Use Tax Number: \_\_\_\_\_
  - Withholding Tax Number: \_\_\_\_\_

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: \_\_\_\_\_
  - Telephone Number: \_\_\_\_\_
  - E-mail Address: \_\_\_\_\_

### **NOTICE TO SUPPLIER:**

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.



## SUPPLIER REGISTRATION

### Supplier Registration with the City Of Griffin consists of the following:

*The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.*

#### TO REGISTER:

- ✓ Please visit our website at [www.cityofgriffin.com](http://www.cityofgriffin.com)
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
  - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
    - **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of \$2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**
    - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

**Note:** *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

*If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.*





**SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT**

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

- A) \_\_\_ My company provides products only for the City (no physical labor or services).
- B) \_\_\_ I am a sole proprietor and have no employees.
- C) \_\_\_ My company is providing labor or services on a one-time basis that amounts to under \$2,500.00.
- D) \_\_\_ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

\_\_\_\_\_  
BY: Authorized Officer or Agent Printed Name Date

\_\_\_\_\_  
Company / Contractor Name Title of Authorized Officer or Agent of Contractor

*While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.*

\*\*\*\*\*

**NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:**

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor( s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic 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).