



CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #23-023

FOR

FY24 WATER TREATMENT CHEMICALS

(1-Year Term)

For all questions about this Bid contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
Tuesday, June 6, 2023 at 2:00 P.M.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Invitation to Bid will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed in Section 1.2 of this Bid documents.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The City is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms in the order noted in section 1.4 and must have the four (4) sheets of the pricing submittal as the first pages of the response. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload and the SDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry or the City's Procurement office.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority.

These directions supersede the labeling/delivery instructions in sections 3.3.3 and 3.3.4. Submissions that do not comply with these instructions may be rejected.

Response is to be submitted ONLINE by one of the two methods below:

- Use the link <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>

- *From the City's home page, select 'Resources' and then select 'Bid Opportunities'.*

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**CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
23-023**

**FY24 WATER TREATMENT CHEMICALS
(1-Year Term)**

1. SECTION I – BID INFORMATION

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

1.1. PURPOSE

The City of Griffin (City) is soliciting Bids from all qualified chemical manufacturers and water treatment chemical suppliers who are interested in entering into a contract with renewable options for the procurement of water treatment. This solicitation shall be awarded as a Line Item Bid, therefore, bidders are free to submit prices on as many of the chemicals listed as they wish.

1.2. SCHEDULE & SUMMARY

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

DATES

Release of Request	Monday, May 22, 2023
Pre-Bid Meeting	No
Questions due	by Tuesday, May 29, 2023 at 2:00 PM (submitted to blewis@cityofgriffin.com)
Bids due	BY Tuesday, June 6, 2023 at 2:00 PM
Bid Response Required	TO BE SUBMITTED ONLINE* . References, SDS and comments or exceptions are to be included with submittal
Price Sheet Required	included with bid package as SEPARATE document
Public opening	No
Bonds required	No
Project manager	Brandon Lewis; blewis@cityofgriffin.com

*** Responses are to be submitted as two files – one file with the price submittal followed by the disclosure statements and the second file with all other documents. See section 1.4.**

1.3. SCOPE OF WORK

The specifications detailed below are mandatory:

- 1.3.1.** The contract period shall be for the fiscal year FY24, which is July 1, 2023 or date of award if later, through June 30, 2024, with the option for up to four (4) extensions of one-year each if agreed to in writing with all involved parties.
- 1.3.2.** Prices quoted for the first twelve (12) months shall remain fixed. Increases in pricing shall only be permitted upon the renewal of the contract. Request for increases for renewals must be supported by

adequate written justification based on US Department of Labor, labor and consumer material index and price increase, and approved by the City.

- 1.3.3.** Since the necessity for chemicals is determined by water quality, the exact quantities of each chemical the City shall procure under this contract is impossible to ascertain in advance, however, based upon past procurements, approximate quantities have been provided. These approximate quantities are provided for informational purposes only and in no way are intended to represent actual minimum or maximum procurements.
- 1.3.4.** The successful vendor must have the capability to provide the chemicals to the City no later than 72 hours of receipt of a procurement request.
- 1.3.5. All pricing submitted must be FOB to the plant(s) specified for the individual chemical. Unless otherwise stated for the actual location, delivery times shall be during the hours 8:00 – 2:00 PM, Monday through Friday only. Smaller plants may exclude 12:00 – 1:00 for lunch time; please confirm with plant prior to actual delivery.**
- 1.3.6.** All items are to be certified to meet American Water Works Association (AWWA) standards for use in waterworks Rule ANSI/NSF Standard 60/61, latest editions.
- 1.3.7.** Bidders shall provide a current Safety Data Sheet (SDS) with each product.
- 1.3.8.** Chemicals shall be provided to the City as specified; known equivalents will be considered. If 'No Substitutes' has been specified, substitutes shall not be accepted. Additives such as antioxidants, plasticizers, flame retardants, colorants, extenders, UV absorbers, polymers, surfactants, desiccants, anti-caking agents, wetting agents, humectives, stabilizers, processing agents, etc. shall not be allowed unless the chemical is usually and customarily sold with the addition of the additive. Any and all additives must be listed on the Safety Data Sheet (SDS).
- 1.3.9.** Any 'equivalent' or 'comparable' chemical being bid must have completed required field testing and be on the approved chemical list prior May 1st of the first year of the current 1-year term. Requests for testing and approval ratings are to be directed to the Director of Water and Wastewater. If a chemical needs to complete testing for equivalency, arrangements are to be made with the appropriate plant superintendent to schedule the required field testing. If the 'equivalent' or 'comparable' chemical is deemed acceptable by the facility prior to May 1, ONLY THEN will the chemical be added to the current bid. Any chemical field tested and deemed acceptable after May 1 will be added in the NEXT bid term. Chemicals that have been awarded in the past are considered approved. The ONLY exception to this will be that if the chemical was placed on the approved list after May 1, it can be considered for the replacement chemical in the event of a mid-term default by the awarded vendor.
- 1.3.10.** The City will issue monthly or 'as needed' orders against the purchase order(s) resulting from this bid. All purchase orders are subject to the terms and conditions of this contract and all invoices for payment must reference the purchase order number. In the event of conflict between a purchase order and this bid contract, the contract shall prevail.
- 1.3.11.** For security purposes, chemical companies shall provide chemical company's contact fax #, truck #, trailer #, driver's name, picture ID and estimated time of delivery within 48 hours prior to chemical company delivery.
- 1.3.12.** Since each of the treatment facilities have different delivery criteria specific to its location, delivery means (actual placement of containers and stacking of bags) will be determined by the personnel at the facility. Refer to the special delivery considerations are listed at the bottom of the chemical grid pricing sheet.
- 1.3.13.** Chemical delivery personnel are required to stay with and personally monitor their chemicals until unloading has been completed. Chemical delivery personnel are responsible for the cleanup of any chemical spills, except spills that may be the fault of the receiver.
- 1.3.14.** When delivering drum goods or dry goods, all shipping pallets must be suitable with 3³/₄' clearance for unloading with electric forklift.
- 1.3.15.** The City will not accept ton cylinders with header valves that have not been rebuilt after each return or shows signs of corrosion or damage, valves that are frozen, and cylinders that do not have the tare weight displayed.

1.3.16. The Successful bidder shall only submit for acceptance those items that conform to the requirements of this contract. The City reserves the right to inspect or test any items that have been tendered for acceptance. The City may require replacement of nonconforming items at no increase in contract price. The City must exercise its post-acceptance rights—1) within a reasonable time after the defect was discovered or should have been discovered; and 2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the City upon acceptance, regardless of when or where the City takes physical possession.

1.4. PACKAGING/SUBMISSION REQUIREMENTS MUST BE SUBMITTED ONLINE

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

- a. ___ Pricing Sheet **-separate file**
- b. ___ Disclosure sheet and Acknowledgments **-include with pricing file**
- c. ___ References sheet (*if not already an approved and current supplier*)
- d. ___ SDS for all chemicals bid
- e. ___ Company Registration (***if not currently registered and compliant***)
 - Registration paperwork MUST BE COMPLETED ONLINE prior to award*.

* You will only need to complete the online registration if you are not a currently registered/compliant supplier. If you are already registered, simply add a note to that effect on the price sheet near the signature line.

All requested information and forms MUST be uploaded as two files, with each file name containing your company name and either 'pricing' or 'other'. If you have a problem with your upload, you may contact Vendor Registry or the City's Procurement office.

1.5. EVALUATION CRITERIA

The basis of selection will be based lowest responsive and responsible bid considering ability to meet the City's specifications and requirements in addition to price. Other considerations will include, but are not limited to:

- Ability to provide requested service
- Quality of products bid
- Prior bidder performance
- Guarantees and warranties

Note: Prior (excellent or poor) supplier performance with the City may impact the pricing for evaluation purposes either in a positive or negative manner by up to 2%.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

- 1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
 - a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
- d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

- a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- c. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.
- c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

- 4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
 - a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) Immigration and Nationality Act
 - a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.
- 7) Administrative Remedies for False Claims and Statements

- a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

- a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:
 - i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;
 - ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;
 - iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or
 - iv. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

- a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.
- b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

- a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.
 - i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

Date: _____

Signature

Name:

Title:



CITY OF GRIFFIN, GEORGIA REQUESTS FOR PROPOSAL, INVITATIONS TO BID GENERAL PROVISIONS

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

2. SECTION II – GENERAL TERMS AND CONDITIONS

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

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

Company Name

- Question

Citation of relevant section of the bid

All questions regarding specification/technical issues must be in writing to the Project Manager for this bid (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 Purchasing Coordinator:

Address: Sherri Huggins
Purchasing Coordinator
City of Griffin
P. O. Box T, Griffin, GA 30224

Email: shuggins@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 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 bidder 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 vendor 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 - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Bidders that have not contracted with the city in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. 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 Bidder will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2. REFERENCES

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

3.3. BID REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a bid response, Bidders 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 Bid are to be for a period of not more than two years, with one renewal option for a total period not to exceed four 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 bidder'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 contractor, at prices offered in this bid document. 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 bid, 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 may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be

deemed as in compliance. Bidders must: 1) complete any/all required forms; 2) indicate agreement or 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 BID

NOTE: the Electronic Submission information at the beginning of this bid document will take precedence over the standard submission process.

3.3.4. SUBMISSION OF BID

NOTE: the Electronic Submission information at the beginning of this bid document will take precedence over the standard submission process.

3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City must be used for the submission of Bid Response. Alternate bids or bids that deviate from the requirements of this solicitation may not be considered. Bidders 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 bid opening date. Bidders should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Bidder's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid 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.
- 3.3.7.3. While responses for ITBs are based on 'responsive and responsible' pricing, the City reserves the right to include a +/- variance of up to 2% for either exceptional or poor prior supplier performance.

3.3.8. WITHDRAWAL OF BID

A bidder may withdraw his bid before the submittal deadline without prejudice to the bidder by submitting a written request of withdrawal to the Purchasing Coordinator.

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

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

3.3.10. MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 60 days from the date specified for receipt of

bids. Bidders will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.21. DISQUALIFICATION OF BIDS OR BIDDERS

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

- 3.3.21.1. Evidence of collusion;
- 3.3.21.2. 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 Vendor);
- 3.3.21.3. 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;
- 3.3.21.4. Being in arrears on taxes owed to the State of Georgia;
- 3.3.21.5. 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 Bidder's ability to properly perform the work;
- 3.3.21.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or
- 3.3.21.7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the bidder or the rejection of their submittal;

3.3.22. REJECTION/CANCELATION/AWARD OF BIDS

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 technicalities, or formalities of the bids;
- d) reject any or all bids or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the bid that is in the best interest of the City, regardless of whether or not it is the lowest bid;
- g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Bidder 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 bidder is not in the City's best interest, "all or none" offers will be rejected.

3.3.23. COST INCURRED BY BIDDERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the bidder(s).

3.3.24. BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publically announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No 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 Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (Section 1.2).**

3.3.25. AWARD OF CONTRACT

Award will be made to the responsible bidder whose bid is responsive to the terms of this Request for proposal and is most advantageous to the City. 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. The 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 bidder.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished 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 in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid 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 bidder 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 bidder is not satisfactory, the response of such bidder 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 a bid, the bidder represents and warrants that such bid 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 bidder has not directly or indirectly solicited any other bidder to put in a sham bid, or any potential bidder to refrain from submitting and that the bidder has not in any manner sought by collusion to secure any advantage over any other bidder.

By submitting a bid, the bidder represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the bidder is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Bidder 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 Bidder, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred percent (100%) 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 bidder'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 bidders 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 bid. 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 - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1. FORCE MAJEURE

The City and Vendor 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:

- 4.1.1.** 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;
- 4.1.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.1.3.** 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;
- 4.1.4.** 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.

4.2. VENDOR'S INVOICE

- 4.2.1.** The Vendor shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: (Brandon Lewis), PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:
 - (a) Name and address of the Vendor.
 - (b) Invoice date and invoice number. (The Vendor 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).
- 4.2.2.** 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.

4.3. TAX LIABILITY

The successful bidder will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.4. PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.5. ESTIMATED QUANTITIES

The quantities of items specified in the Bid 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 Vendor shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.6. ASSIGNMENT OR NOVATION OF CONTRACT

The Vendor 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.

4.7. 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 Vendor at least thirty (30) days before the effective date of termination. The Vendor 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 Vendor 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.

4.8. 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 payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

4.9. 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 Vendor. In the event of the City's termination of the resulting contract for fund appropriation, the Vendor 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

4.10. 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.

4.11. REPORTING DISPUTES

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

5. SECTION V –INSURANCE REQUIREMENTS

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

Prior to commencing work, the Vendor shall procure and maintain at Vendor's 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 Vendor, 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 information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Vendor's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. Commercial General Liability Insurance - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Bidder 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 Contractors
- Broad Form Property Damage
- Personal Injury

5.1.2. 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

5.1.3. Umbrella Coverage

5.1.3.1. 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 Bidder is otherwise required by law to provide such coverage.

5.1.3.2. 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 Vendor, 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 Vendor 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 Vendor, the City may deduct from sums due to the Vendor 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 Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor or premises on which the Vendor 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 Vendor'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 Vendor'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 Vendor'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 Vendor in the performance of services under this Agreement.

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

Vendor 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 Bidders 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 Contractor 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 Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The

Contractor'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 Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor 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 Contractor 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 Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

***The pricing response is provided as a separate file in this bid package.
Thank you for your interest and participation in this opportunity.***

FY24 WATER TREATMENT CHEMICAL SPECIFICATIONS

The specifications for all chemicals shall be construed as minimum standards acceptable. Where brand names are mentioned the term "or approved equal or better" shall apply unless "NO SUBSTITUTIONS" is specified. If you wish your product to be tested to be a viable substitution, you must contact the plant superintendent to arrange testing. A simple jar test may rule out some products, but cannot secure approval. Testing can be lengthy and products not already in the final stages of test mode will be considered for the following fiscal year rather than the upcoming one.

Note: All chemicals are listed in these specifications; some chemicals may be excluded from the pricing grid due to contract extension or sole sourcing.

SPECIFICATIONS FOR ALUMINUM SULFATE, LIQUID

CAS Number: 10043-01-3

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Clear, light green or amber liquid.
PHYSICAL STATE:	Liquid
MOLECULAR WEIGHT:	~594 for $Al_2(SO_4)_3 \cdot 14H_2O$
CHEMICAL FORMULA:	48.5% $Al_2(SO_4)_3 \cdot 14H_2O$ in water
ODOR:	Odorless
SPECIFIC GRAVITY (water = 1.0):	1.335
SOLUBILITY IN WATER (weight %):	100
pH:	~3.5 (1% solution)
BOILING POINT:	101°C
MELTING POINT:	-16°C
VAPOR PRESSURE:	Not applicable
VAPOR DENSITY (air =1.0):	Not applicable
EVAPORATION RATE:	Not determined
COMPARED TO:	Not applicable
% VOLATILES:	~50
FLASH POINT:	Not flammable

OTHER:

- Liquid Alum must meet or exceed ANSI/NFS Standard 60 requirements for drinking water chemicals – health effect;
- Liquid Alum shall not contain a measurable amount of zinc and arsenic;
- Liquid Alum shall be of such clarity as to permit the reading of flow-measuring device without difficulty;
- Liquid Alum shall be filtered and free of suspended solids.

SPECIFICATIONS FOR CAUSTIC SODA

50% solution

CAS Number: 1310-73-2 (Sodium Hydroxide 50% wt) PHYSICAL & CHEMICAL PROPERTIES
7732-18-5 (Water 50% wt)

APPEARANCE:	Clear to hazy liquid.
ODOR:	No distinct odor
BOILING POINT:	Approximately 143°C
MELTING POINT:	Approximately 12-15°C
SOLUBILITY:	Soluble in water, alcohol, glycerol
SPECIFIC GRAVITY (water = 1.0):	1.52 at 20°C
VAPOR DENSITY (air=1.0):	Not applicable
VAPOR PRESSURE:	1.5mm Hg at 20°C
pH:	> 14.0 at 20°C

SPECIFICATIONS FOR CHEMICAL HYDRATED LIME

CAS Number: 16-18480-02

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	White dry powder.
ODOR:	Faint earth odor
BOILING POINT:	5162°F
DECOMPOSITION TEMPERATURE:	1076°F giving off water vapor
% VOLATILE BY VOLUME:	25% (water) @ 1076°F
SOLUBILITY (in water):	0.185% @ 32°F; 0.077% @ 212°F
SPECIFIC GRAVITY (water = 1.0):	2.2
VAPOR DENSITY (air=1.0):	Not applicable
VAPOR PRESSURE (mm Hg):	Not applicable
pH:	12.6 (saturated solution as hydroxide)

OTHER:

- Powdered Hydrated lime used to adjust the pH of potable water.

***SPECIFICATIONS FOR LIQUID CHLORINE* 150-LB and 1-TON CYLINDERS**

CAS Number: 7782-50-5

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Clear amber colored liquid (yellowish-green gas)
ODOR:	Pungent odor
BOILING POINT:	-29°F (-34°C)
FREEZING/MELTING POINT:	-150°F (-101°C)
CRITICAL TEMPERATURE:	291.2°F (143.75°C)
% VOLATILE BY VOLUME:	100
SOLUBILITY (in water):	0.7% @ 68°F
SPECIFIC GRAVITY (water = 1.0):	1.467 at 0°C (32°F) and 368.9 kPa (saturated liquefied gas); 0.0032 at 0°C (32°F) (gas)
VAPOR DENSITY (air=1.0):	2.47
VAPOR PRESSURE (mm Hg):	673.1 kPa (6.64 atm) (97.6 psig) at 20°C (61.6°F); 1427 kPa (14.1 atm) (207 psig) 5830 mm Hg at 25°C (77°F)
pH:	1.5 – 2.0 (0.8% aqueous solution)
VISCOSITY:	Liquefied gas – 0.346 mPa.s at 20°C (68°F)
COEFFICIENT OF OIL/WATER DISTRIBUTION:	Not available

OTHER:

- Cylinders should never be exposed to temperatures higher than 52°C (125°F) or below -29°C (-34°F) unless specifically designed for this.

SPECIFICATIONS FOR LIQUID PHOSPHATE

CAS Number: not applicable

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Colorless solution
ODOR:	Odorless
BOILING POINT:	760 mm HG; >101°C
FREEZING POINT:	< 0°C
SOLUBILITY (in water):	Miscible in all proportions
% VOLATILE BY VOLUME:	55% (as water)
EVAPORATION RATE:	same as water
VAPOR PRESSURE (mm Hg):	n/a
SPECIFIC GRAVITY (water = 1.0):	1.38 +/- 0.03
pH:	4.1 +/- 0.5

OTHER:

- Liquid Phosphate is used for providing corrosion controls for potable water

SPECIFICATIONS FOR MAGNIFLOC FLOCCULENT

CAS Number: 42751-79-1

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Yellow to amber liquid
ODOR:	Slightly amine
FLASH POINT:	>100°C
BOILING POINT:	>100°C
FREEZING POINT:	< -3°C
SOLUBILITY (in water):	Miscible
DENSITY:	9.51 – 9.85 lbs/gallon
RELATIVE DENSITY:	1.14 – 1.18 at 77°F
VISCOSITY:	175 to 350 cps at 77°F
pH:	5-7

OTHER:

- Magnifloc can enhance conventional biomechanical processes by improving the efficiency of solids/liquid separation. Processes that benefit include sedimentation, flotation, thickening and dewatering, which effectively clarify effluents for subsequent discharge or recycling purposes.

SPECIFICATIONS FOR NUCHAR CARBON

CAS Number: 7440-44-0

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Solid black powder
PHYSICAL STATE:	Solid (powder)
COLOR:	Black (dark)
ODOR:	Odorless
ODOR THRESHOLD:	Not available
DENSITY:	0.32 g/cm ³ ·14H ₂ O
SPECIFIC GRAVITY (water = 1.0):	The only known value is 1.5 (carbon)
DECOMPOSITION TEMPERATURE:	Not available
AUTO-IGNITION TEMPERATURE:	420 to 450°C (788 to 842°F)

OTHER:

- Nuchar Carbon must meet or exceed all requirements set forth in the AWWA B-600-96 specifications for powdered activated carbon
- Nuchar Carbon must meet an iodine number not less than 700; and must be non-reactive with chlorine and also be effective over a wide temperature and pH range.

SPECIFICATIONS FOR PAX-18 POLYMER

CAS Number: 1327-41-9

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Clear amber or colorless
PHYSICAL STATE:	Liquid
Ph as is:	0.5 – 4.4
ODOR:	Pungent chlorine-like odor
VAPOR DENSITY (Air=1):	<1
SPECIFIC GRAVITY (Water = 1.0):	1.15 – 1.40 @25°C
SOLUBILITY IN WATER:	Soluble
BOILING POINT:	100 - 110°C
FREEZING POINT:	-20 to -5°C

OTHER:

- **NO SUBSTITUTIONS**

SPECIFICATIONS FOR POTASSIUM PERMANGANATE

CAS Number: 7722-64-7

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Dark purple crystals with metallic luster
ODOR:	Odorless
BOILING POINT, initial:	Not applicable
MELTING POINT:	Decomposition at <240°C
FREEZING POINT:	Not applicable
SOLUBILITY (in water):	Soluble, 6.38 g/100cc @ 200°C
% VOLATILE BY VOLUME:	Not applicable
VAPOR PRESSURE:	Not known
VAPOR DENSITY (air=1.0):	Not applicable
SPECIFIC GRAVITY (water = 1.0):	2.7
pH:	Not known

OTHER:

- Potassium Permanganate shall be of Free Flowing grade.

SPECIFICATIONS FOR SODA ASH

CAS Number: 497-19-8

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	White solid granules
ODOR:	Odorless
BOILING POINT:	Decomposes
MELTING POINT:	854°C
FLASH POINT	Does not flash or ignite
SOLUBILITY (in water):	212.5 g/L@20°C
SPECIFIC GRAVITY:	2.53
pH:	11.3

OTHER:

- Considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910 1200). Serious eye damage/ eye irritation.

SPECIFICATIONS FOR SODIUM CHLORITE

CAS Number: 7758-19-2

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Clear solution, pale green clear
PHYSICAL STATE:	Liquid
ODOR:	Slight chlorine odor
BOILING POINT:	varies per concentration
	102°C for 20% solution - 1.39 @ 26°C for 41% solution
MELTING POINT:	Not applicable
SOLUBILITY (in water):	Miscible
VAPOR PRESSURE:	Not available
VAPOR DENSITY:	Not applicable
SPECIFIC GRAVITY (water = 1.0):	varies per concentration
	1.12 @ 20°C for 15% solution - 112°C for 41% solution

OTHER:

- Sodium Chlorite shall be 25% NaClO₂, reasonably clear and less than 10 NTU. It shall also meet AWWA B-303-05 or latest revision.

SPECIFICATIONS FOR SODIUM HYPOCHLORITE (10-15% solution)

CAS Number: 7681-52-9

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Clear solution, pale green clear
PHYSICAL STATE:	Liquid
ODOR:	Slight chlorine odor
BOILING POINT (initial):	> 40°C
MELTING POINT:	-13.6°C
VAPOR PRESSURE:	12 mm Hg
VAPOR DENSITY:	Not available
SPECIFIC GRAVITY (water = 1.0):	1.18
pH:	11-13

OTHER:

- Conditions to avoid: direct sources of heat, high temperatures, direct sunlight, contact with incompatible materials (corrosive).

SPECIFICATIONS FOR SODIUM PERMANGANATE (20%)

CAS Number: 10101-50-5

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Dark purple solution
PHYSICAL STATE:	Liquid
ODOR:	Odorless
BOILING POINT:	101°C (213.8°F)
FREEZING POINT:	-.5°C (31°F)
FLASH POINT:	Not applicable
SOLUBILITY (in water):	100%
VAPOR PRESSURE:	760 mm Hg @ 105°C
PRODUCT pH:	7.5 ± 1.5
SPECIFIC GRAVITY (water = 1.0):	1.16 ± 0.020

OTHER:

- Sodium Permanganate must meet AWWA Standard B603 and be stored in temperatures of a max of 135°C (275°F) and a minimum of 32°F.

End of Chemical Specs



CITY OF GRIFFIN, GEORGIA
RESPONSE SUBMITTAL COVER

BID #23-023
FOR

FY24 WATER TREATMENT CHEMICALS
(1-Year Term)

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

Submittal Deadline:
Tuesday, June 6, 2023 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE



SUPPLIER DISCLOSURES

All solicitations MUST contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached 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:

- 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
- 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
- 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
- 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 *(Yes or No)*

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 BID DOCUMENT MAY RESULT IN REJECTION OF BID. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL. **IF YOU ARE A CURRENT SUPPLIER, SIMPLY NOTE THAT ON THE FIRST LINE.**

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. (sales & service). **Suppliers that have contracted with the City in the past two years can simply note status on the first line (i.e. currently supply xxxxx chemical).**

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)



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 and to link your website to your profile. 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 expand your visibility to other areas for a small fee at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Click on "Resources" at the top of the page
- ✓ Select "Register my business with the City"
- ✓ Complete your registration by following the instructions provided
 - Two documents (forms are available online under "Forms") will be required to be uploaded 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.

These two forms must be submitted online if you are not currently registered (and compliant).

Note: *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 our Procurement office or Vendor Registry for help in creating this new record.*