



**CITY OF GRIFFIN, GEORGIA**

**INVITATION TO BID**

**BID #21-004**

**FOR**

**MILLING & RESURFACING FY21**

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

*Chris Walker, Public Works Director*

[cwalker@cityofgriffin.com](mailto:cwalker@cityofgriffin.com)

**Deadline:**

**May 7, 2021 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 the label below 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 bid number are not discernable, your response may not be recorded as properly received.



---

## 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 #:** ITB 21-004

**BID/PROPOSAL NAME:** MILLING & RESURFACING FY21

**DUE ON OR BEFORE:** May 7th, 2021

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

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

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

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

BID #21-004.....	1
1. SECTION I – BID INFORMATION.....	4
1.1. PURPOSE.....	4
1.2. SCHEDULE OF EVENTS.....	4
DATES.....	4
1.3. SCOPE OF WORK.....	4
1.4. PACKAGING/SUBMISSION REQUIREMENTS.....	6
1.5. EVALUATION CRITERIA.....	6
2. SECTION II – GENERAL TERMS AND CONDITIONS.....	7
2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF.....	7
2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION.....	7
3. SECTION III –OVERVIEW AND PROCEDURES.....	8
3.1. COMPANY BACKGROUND & EXPERIENCE.....	8
3.2. REFERENCES.....	8
3.3. BID REQUIREMENTS.....	8
3.1. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE).....	13
3.2. STATEMENT OF EXPERIENCE AND QUALIFICATIONS.....	13
3.3. NON-COLLUSION AFFIDAVIT.....	9
3.4. HOLD HARMLESS AND INDEMNIFICATION.....	131
3.5. BID BONDS (Bid, Performance, Payment).....	132
4. SECTION IV – OTHER GENERAL SPECIFICATIONS.....	142
4.1. FORCE MAJEURE.....	142
4.2. SUPPLIER'S INVOICE.....	143
4.3. TAX LIABILITY.....	153
4.4. PAYMENT.....	153
4.5. ESTIMATED QUANTITIES.....	153
4.6. ASSIGNMENT OR NOVATION OF CONTRACT.....	153
4.7. TERMINATION FOR CAUSE.....	154
4.8. TERMINATION FOR CONVENIENCE.....	154
4.9. TERMINATION FOR FUND APPROPRIATION.....	154
4.10. CHANGES.....	164
4.11. REPORTING DISPUTES.....	164
5. SECTION V –INSURANCE REQUIREMENTS.....	164
5.1. STANDARD INSURANCE REQUIREMENTS.....	165
5.2. OTHER INSURANCE PROVISIONS.....	175
6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA.....	186
6.1. VENDOR/CONTRACTOR AFFIDAVIT.....	186
6.2. SUBCONTRACTORS.....	186
7. TITLE VI.....	187
BID #21-004.....	20
SUPPLIER REGISTRATION.....	23



CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
21-004
MILLING & RESURFACING FY21

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 - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking bids from qualified organizations to provide materials, equipment, labor and services necessary (including traffic control) for milling, resurfacing and striping work on approximately 1.8 miles of street in the City.

1.2. SCHEDULE & SUMMARY

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

DATES

Table with 2 columns: Item and Date/Requirement. Items include Release of Request, Pre-Bid Meeting\*, Questions due, Bids due, Copies of Bid Response Required, Public opening\*, Bonds required, and Project manager.

\* Not Required

1.3. SCOPE OF WORK

The purpose of these specifications is to detail the requirements for the milling and resurfacing work on various streets (approximately 19,180LF) in Griffin. The maps detailing the needs are included as Attachments at the end of this document.

Asphaltic concrete milling, leveling, patching, resurfacing, shoulder stabilization including grassing, adjustment of manholes, water valves and drainage structures, and installation or replacement of thermoplastic striping as directed, traffic control, erosion control and dust control.

All milled areas must be covered within 7 (seven) days.

1.3.1. GENERAL

1.3.1.1. SCHEDULE: All work shall be commenced within fifteen (15) days of the Notice to Proceed and shall be completed within ninety (90) calendar days thereafter, unless otherwise specified.

- 1.3.1.2. HOURS: Work hours will be 7AM until 6PM. Any needed deviations from the standard times must be approved by the project manager.
- 1.3.1.3. QUANTITIES: The quantities shown are approximates and may be increased or decreased as required to satisfy the needs of the City. Any changes in the quantities are to be billed and paid for at the unit prices of the final contract.
- 1.3.1.4. WORK ORDER CHANGES: The City, without invalidating any contracts awarded based on this Invitation to Bid, may order changes within the general scope of the services required to complete the work, by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in the Bidder's total cost of or time required for, the performance of any part of the work, an equitable adjustment shall be made by mutual agreement and the Contract shall be modified in writing accordingly. All such work order changes shall be in writing.
- 1.3.1.5. WARRANTY: The warranty period shall be for a one (1) year minimum from the date of final acceptance by the City. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered as defective. The Bidder also certifies that the services to be rendered pursuant to this Invitation to Bid shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.
- 1.3.1.6. PENALTIES: The City will assess a \$250/per day penalty after the ninety (90) day period has expired. This supersedes section 4.1.
- 1.3.1.7. The successful bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

### **1.3.2. RESURFACING AND STRIPING REQUIREMENTS**

- 1.3.2.1. The Successful Bidder shall perform the resurfacing and striping. Removal and disposal of waste asphalt and dirt shall be the responsibility of the Supplier and at no additional cost to the City.
- 1.3.2.2. All striping shall be in accordance with the specifications of the Georgia Department of Transportation and the **Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)**.
  - 1.3.2.3.1. Temporary markings are to be placed during the curing process.
- 1.3.2.3. The City's project manager will be available to meet on site to discuss any special instructions or potential problems prior to the beginning of the job. They shall also inspect the job site upon completion to insure all work meets the specifications.

### **1.3.3. TRAFFIC CONTROL REQUIREMENTS**

- 1.3.3.1. The Successful Bidder shall maintain safe and continuous vehicular access at all times, unless otherwise approved by the City of Griffin. The Contract shall provide all necessary signage and traffic control devices.
- 1.3.3.2. The Successful Bidder shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control device: shall provide qualified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public.
- 1.3.3.3. Construction traffic control devices and their installation shall be in accordance with the Georgia Department of Transportation and the **Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)**.
- 1.3.3.4. Placement and removal of construction traffic control devices shall be coordinated with Griffin Public Works a minimum of 48 hours in advance. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities.
- 1.3.3.5. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted.
- 1.3.3.6. Construction traffic control devices used intermittently, such as "flagman ahead", shall be removed and replaced when needed. When working within State or City Highway right-of-ways, provide trained

and certified flagmen who have completed a training program approved by the Georgia Department of Transportation.

- 1.3.3.7. Existing permanent traffic control devices within the construction work zone shall be protected from damage due to construction operations. All permanent traffic control devices requiring temporary relocation due to construction shall be located as near as possible to their original position. Their original position shall be measured for permanent reference points and recorded in a permanent log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original position. Relocated permanent traffic controls devices shall be reinstalled in their original positions as soon as possible following construction in the affected location. Any permanent traffic control device damaged during construction due to negligence of the supplier shall be replaced by the supplier at his expense.
- 1.3.3.8. Construction traffic control devices shall be maintained in good repair, clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
- 1.3.3.9. Portable 'advanced warning' signs may be used in place of the post mounted signs.
- 1.3.3.10. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character, and legibility during the period of construction.
- 1.3.3.11. No highway, road, or street shall be closed to traffic without authorization from the Public Works Director or his designee.
- 1.3.3.12. The Supplier will be responsible for replacement or repair of any traffic signal loops damaged during milling & resurfacing operations.
- 1.3.3.13. The Contractor will erect any Low/Soft Shoulder signs that are needed and build/grass the dirt shoulders on the roads/streets that do not have curb and gutter. These areas must be conveyed to the project manager.
- 1.3.3.14. No shoulder work will be required on sections that have no curbing or gutter. The City will backfill these shoulders as needed. This information of need must be conveyed to the project manager.
- 1.3.3.15. Any manholes or water valves that need adjusting are to be raised or lowered to the final finished grade. A list of those raised must be conveyed to the project manager.

#### 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. \_\_\_ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- c. \_\_\_ Pricing Sheet (*supplied*)
- d. \_\_\_ References Sheet (*supplied*)
- e. \_\_\_ Tax Compliance form (*supplied*)
- f. \_\_\_ Company Registration paperwork – **to be done online\***
- g. \_\_\_ Supplier Affidavit – **an additional copy (showing as notarized) of the Supplier (EV) affidavit must be included with response**

\* If a complete and compliant (*both required documents uploaded*) 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.

---

*A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.*

---

\* 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.

---

### **1.5. EVALUATION CRITERIA**

The basis of selection will be the 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 workmanship and products used
  - Timeliness of project completion or delivery
  - Additional costs to the City
  - References
  - Guarantees and warranties
  - Value added services and/or options
- 

*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.*

---



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

Sections II - VII 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 available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to 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 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 Project Manager:

Address: Chris Walker  
Public Works Director  
City of Griffin  
P. O. Box T, Griffin, GA 30224

Email: [cwalker@cityofgriffin.com](mailto:cwalker@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 with Procurement copied. 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 ITB 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 bid 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 bid-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 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 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 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, 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 Bid 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. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

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 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. Suppliers 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 or 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**

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)  
BID # (Bid Number)  
(Bid Title)

**Supplier response to this bid must consist of the following documents in addition to any bid-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
  - Supplier Affidavit (E-Verify) (*available online*),
  - W-9 (*available online*),
  - Some responses may require an additional notarized Supplier affidavit. (See section 1.4),
    - o *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 BID**

The original and specified copies of the bid response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any bid 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.**

**City of Griffin**

Bids must be submitted to:

**Attention: Chris Walker, Public Works Director  
P. O. Box T, Griffin, GA 30224**

**City of Griffin**

Or delivered to:

**Attention: Chris Walker, Public Works Director  
100 S Hill Street, 3<sup>rd</sup> Floor  
Griffin, GA 30223**

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

### **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. 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 bid opening date. Suppliers 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 Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

***Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier'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.

### **3.3.8. WITHDRAWAL OF BID**

A supplier may withdraw his bid 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**

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 90 days from the date specified for receipt of bids. Suppliers 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.

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

Suppliers may be disqualified from participation in the bid 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/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 minor technicalities of form, or formalities of the responses without prejudice to other responses;
- 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 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 bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

### **3.3.14. 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).**

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

Award will be made to the lowest responsive and responsible Supplier whose submittal is compliant to the terms of this bid 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 bid 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 bidders. 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:

3.3.16.2. The name (company), address, telephone number and email of the protestor

3.3.16.3. Signature and printed name of the protestor

3.3.16.4. Identification of the solicitation and the sections contested

3.3.16.5. A statement of reason for the protest including copies of relevant supporting documents

3.3.16.6. A description of the remedy requested.

3.3.16.7. 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 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 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 bid as required and noted in Section 1 of this bid 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 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 - VII 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. 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: (***Chris Walker, Public Works Director***), PO Box T, Griffin, GA 30224. A proper invoice must include the items listed 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 successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

#### **4.5. PAYMENT**

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

#### **4.6. 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 Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

#### **4.7. 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.

#### **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 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 bid-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. 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*).

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

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

**5.2.2. Acceptability of Insurer**

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

**5.2.3. 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.

**5.2.4. 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 bids in response to this invitation 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**  
**RESPONSE SUBMITTAL COVER**

**BID #21-004**

**For**

**MILLING & RESURFACING FY21**

**Submitted by:**

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:**

**May 7th, 2021 at 2:00P.M.**



## SUPPLIER DISCLOSURES 21-004

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:

- 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?

\_\_\_ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

### 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)



*\*Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*

*\*\*Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

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.*

**COMPLETED BY:**

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

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



**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID 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 bids 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'S RFP/ITB CHECKLIST

- 1 **Read the *entire* document**, paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all bid specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.
- 2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/ITB from inception until after award.
- 3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/ITB. Pre-bid conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other bid-related meetings) are considered part of the evaluation criteria.
- 4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events*. Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.
- 5 **Follow the format required in the RFP/ITB** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.
- 6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.
- 7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the bid itself with your response.
- 8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award a bid to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.
- 9 **Check the City website for RFP/ITB addenda.** All addenda issued for the RFP/ITB are posted on the City's website under the associated bid posting. Do not assume that if you received an individual notification of the bid, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at <http://www.cityofgriffin.com> (select 'Resources', then 'Bid Opportunities') to confirm if any addenda were issued for the RFP/ITB. If so, you must acknowledge each addendum on the Response document.
- 10 **Review and read the RFP/ITB document again** to make sure that you have addressed all requirements. Once the bid deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
- 11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.
- 12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

*This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.*



## 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.*

