



CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #15-013

FOR

FY16 WATER TREATMENT CHEMICALS

For all questions about this Bid contact:

Cindy Fay, Procurement Analyst
cfay@cityofgriffin.com

Deadline:
Wednesday, May 13, 2015 at 2:00 P.M.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Invitation to Bid will ONLY be received electronically and are to be emailed to securebid@cityofgriffin.com prior to the date and time listed in Section 1.2 of this Bid documents.

All responses must adhere to the following guidelines:

- Enter the Bid number (15-013 FY16 Water Treatment Chemicals) in the subject line of the email
- Cut & paste the completed response info below in the body of the email;
- Suppliers are encouraged to submit responses as soon as possible. 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 included as attachments; Each submission must have a minimum of two attachments: 1) pricing response, and 2) MSDS for the chemicals bid;
- References and Company Registration are to be submitted ONLY if you are not a currently registered vendor.
- Submittals may be updated prior to the date and time of bid open; updates will be based on submittal date and are to be done as a full replacement of any previous submission;
- Flag your emails submission for delivery notification to ensure they were received by the City.

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.

The statement below will go in the posting instructions and on the website (Other Info):

Response submittals for this ITB will ONLY be received electronically and are to be emailed to securebid@cityofgriffin.com according to the instructions given for the Electronic Submittal Requirements.

Cut n' paste the info below in the body of your emailed submittal (pricing is to be an attachment)



RESPONSE SUBMITTAL

EMAIL TO:

securebid@cityofgriffin.com

BID/PROPOSAL #: ITB 15-013

BID/PROPOSAL NAME: FY16 Water Treatment Chemicals

DUE ON OR BEFORE: Wednesday, May 13, 2015 @2:00 PM

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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**CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
15-013**

FY15 WATER TREATMENT CHEMICALS

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	Wednesday April 15, 2015
Pre-Bid Meeting*	No
Questions due	Thursday, April 23, 2015 by 2:00 PM
Bids due	Wednesday, May 13, 2015 by 2:00 PM
Bid Response Required	MSDS and any comments or exceptions are to be included as attachments on electronic submission
Price Sheet Required	as an attachment
Public opening	No
Bonds required	No
Project manager	Joseph Johnson; jjohnson@cityofgriffin.com

1.3. SCOPE OF WORK

The specifications detailed below are mandatory:

- 1.3.1.** The contract period shall be for the fiscal year FY16, which is July 1, 2015 or date of award if later, through June 30, 2016, 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 Waterworks Association (AWWA) standards for use in waterworks Rule ANSI/NSF Standard 60/61, latest editions.
- 1.3.7.** Bidders shall provide a current Material Safety Data Sheet (MSDS) with each product.
- 1.3.8.** Chemicals are to be provided to the City must be exactly as 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 Material Safety Data Sheet (MSDS).
- 1.3.9.** Any 'equivalent' or 'comparable' chemical being bid must have completed testing and be on the approved chemical list prior May 1. Requests for testing and approval ratings are to be directed to the Deputy Director of Water/Wastewater. If a chemical needs to complete testing for equivalency, arrangements are to be made with the appropriate plant superintendent to schedule a jar test and if passed, a field test. Chemicals that have been awarded in the past are considered approved and there are others that have completed jar tests and field tests and deemed acceptable. Testing done after May 1 will be for the chemicals bid in the following fiscal year. The ONLY exception to this will be is 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-year 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.** Delivery means actual placement of containers and stacking of bags onto the loading docks of the Water Treatment facilities. Each of the Water Treatment facilities has delivery criteria specific to its' location. Special delivery considerations are listed at the bottom of the chemical grid on page 22.
- 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 3¾ 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 tender 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.

1.3.17. Technical questions may be directed to Joseph Johnson, Deputy Director-Water/Wastewater (jjohnson@cityofgriffin.com).

1.4. PACKAGING/SUBMISSION REQUIREMENTS

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

- a. ___ Pricing Sheet unless requested under separate cover (*supplied-separate document*)
- b. ___ MSDS for all chemicals bid
- c. ___ Other (***if not currently registered***)
 - a. References Sheet (*supplied –p21*)
 - b. Company Registration paperwork – one set only*
 - o Vendor Registration (*supplied –p23*),
 - o Vendor Affidavit (signed) (*supplied –p24*),
 - o W-9 (*supplied –p25*).

* You will only need to complete the registration pack if you are not a currently registered supplier.

1.5. EVALUATION CRITERIA

The basis of selection will be the best evaluated 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
- Timeliness of project completion
- Additional costs to the City
- Prior bidder performance
- Guarantees and warranties

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



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 Procurement Analyst:

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

Email: cfay@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted 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 (<http://www.cityofgriffin.com/Departments/AdministrativeServices/Purchasing/BidOpportunities.aspx>). The current status values are: OPEN (close date has not been reached); UNDER EVALUATION (under review by the evaluation committee); CANCELED (bids rejected); NOIA ("Notice of Intent to Award", recommendation for the award) and AWARD (Tally of bid submissions or related documents will be published at this time). **It is the bidder's responsibility to refer to the website for any addenda or other pertinent information before responding to this bid 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 one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive 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 Owner'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 bidder may withdraw his bid before the submittal deadline without prejudice to the bidder 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 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. 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% per day of non-compliance.

4.2. 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:

- 4.2.1.** 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. VENDOR'S INVOICE

- 4.3.1.** The Vendor shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *(insert project manager name)*, PO Box T, Griffin, GA 30224. A proper invoice must include the items 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).
- 4.3.2.** 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 bidder 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 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.

4.7. 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.

4.8. 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 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.

4.9. 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 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

4.11. 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 Vendor 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 - 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."

***Please use the separate pricing schedule provided.
Additional pages may be used as needed. Thank you for your interest and
participation in this opportunity.***



CITY OF GRIFFIN, GEORGIA

**CHEMICAL SPECIFICATIONS &
REGISTRATION *(pricing sheet separate)***

BID #15-013

For

FY15 WATER TREATMENT CHEMICALS

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:
Wednesday, May 13, 2015 at 2:00 P.M.**

FY16 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 bid grid due to contract extension or sole sourcing.

SPECIFICATIONS FOR AQUA PAK 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 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* 1-TON CYLINDERS ARE BEING BID**

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 PHOSPHATE ADDITIVE

CAS Number: not applicable

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	White powder
ODOR:	
BOILING POINT, 760 mm Hg:	Not applicable
FREEZING POINT:	Not applicable
VAPOR PRESSURE (mm Hg):	Not applicable
SOLUBILITY (in water):	Miscible in all proportions
% VOLATILE BY VOLUME:	Not applicable
SPECIFIC GRAVITY (water = 1.0):	1.2
pH:	3.0 – 4.0

OTHER:

- Phosphate Additive is a finely granular powder used for providing corrosion control for potable water.

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 - 1.12°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 SILICO FLUORIDE

**CAS Number: 7681-49-4
16893-85-9**

PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	White granular solid
ODOR:	Little or no odor
BOILING POINT:	1704°C (3099°F)
EVAPORATION RATE:	Not applicable
SOLUBILITY (in water):	4% @ 25°C
% VOLATILE BY VOLUME:	Not applicable
VAPOR PRESSURE @ 20C (mm Hg):	Not applicable
VAPOR DENSITY (air=1.0):	Not applicable
BULK DENSITY:	2.56 g/cc @ 41°C
SPECIFIC GRAVITY (water = 1.0):	Not applicable
pH:	Not known

OTHER:

- Sodium Silico Fluoride shall meet AWWA Standard B702-06. Only product that is a free flowing GRANULAR material which adequately feeds continually through the feeder will be acceptable. **ORIGIN OF MANUFACTURE MUST BE CLEARLY STATED.**

End of Chemical Specs

REFERENCES ARE TO BE SUBMITTED ONLY IF YOU ARE NOT A CURRENTLY REGISTERED VENDOR.

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)

COMPANY REGISTRATION IS TO BE SUBMITTED ONLY IF YOU ARE NOT A CURRENTLY REGISTERED VENDOR.



COMPANY REGISTRATION

- **Company Registration with the City Of Griffin consists of the following:**
 - *(If you are already a registered vendor with the City, simply submit a statement that your registration is on file.)*
- **Company/Vendor Registration** – includes basic information about your company. Some of the key information needed are the NIGP Commodity Codes. They help the City identify the services or products you can provide. The City uses these codes to source vendors for needed purchases. The City uses the email address you provide to send notices of bid opportunities (based on the NIGP code).
- **Vendor 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 vendor.

NOTE:

- **S.A.V.E. Affidavit** – The new laws redefined 'public benefits' to exclude contracts (purchase orders, verbal commitments, etc). This change means that the SAVE affidavit and its supporting documentation are **no longer required for purchases of goods or services** by the City.

These forms can be found in a 'fillable' version, along with FAQ sheets and other helpful information on the City's website under the 'Doing Business' section (www.cityofgriffin.com/doingbusiness). Registration forms may be submitted to the City at any time either by mail (City of Griffin/Vendor Registration, PO Box T, Griffin, GA 30224), email (cogvendors@cityofgriffin.com) or fax (678-692-0402).



City of Griffin
Accounting / Procurement
 100 South Hill Street
 Griffin, Georgia 30224
 Telephone (770-) 229-6401
 Fax (678) 692-0402
 email: cogvendors@cityofgriffin.com

COG use only	
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(please type responses)

Company Registration

Name of Business:*		Date:
Complete Street Address:*		Phone:*
City/State/Zip:*		Alt#:
Complete Mailing Address (if different):		Fax:
City/State/Zip:		Current Vendor (Y/N)*:
E-mail:*	E-Verify ID #:*	
Corporate Website:		
Accounting contact (name):*		Phone:*
NIGP Commodity Codes (max of 3):*	▼	
<i>These NIGP codes will be used for bid notifications, governmental reporting and departmental sourcing and inquiries. A listing of NIGP codes is also available on our website.</i>	▼	
	▼	
Federal Tax-ID*	-or- Social Security No.*	Business License**
<small>(digits only)</small>	<small>(digits only)</small>	City/ST of license
Summary of Products/Services Offered:*		
Previous Client References (min 3):*		
Applicant Signature: <small>E-Verify affidavits will be recognized as the authorized signature; please note 'signature on file' in field</small>		Printed Name of Applicant:*
* Required information		<i>If completed with Bid submittal:</i>
** Applications should include copy of business license		Bid# _____



VENDOR/CONTRACTOR (E-VERIFY) AFFIDAVIT AND AGREEMENT

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

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

BY: Authorized Officer or Agent Printed Name Date

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

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

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

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

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

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

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

Sworn to and subscribed before me
This _____ day of _____, 20 ____
Notary Public _____
My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

This form may be used only by a U.S. person, including a resident alien. Foreign persons should furnish us with the appropriate Form W-8.

The IRS defines a U.S. person as: "a U.S. citizen; *an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; *a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pubs. 515 or 519.)

Please complete all three parts below.

Part 1 - Tax Identification:

1. Name: _____

2. Enter your Taxpayer Identification Number in the appropriate box.

For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number _____	OR	Employer Identification Number _____
---------------------------------	----	---

IF you are a SOLE PROPRIETOR or SINGLE-OWNER LLC – whether payment is made to a personal name or to a doing business name, you must provide the following:

Required: Personal name of owner of the business: _____

Optional: Business name if different from above: _____

IF you assign payment to a third party – such as a factor – provide the following:

Required: Your name: _____

Part 2 - Exemption: If exempt from Form 1099 reporting, check your qualifying reason below:

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> Corporation
Note that there is <u>no</u> corporate exemption for medical and healthcare payments or payments for legal services. | <input type="checkbox"/> Tax Exempt Entity under 501(a) (includes 501(c)(3), or IRA. | <input type="checkbox"/> The United States or any of its agencies or instrumentalities. | <input type="checkbox"/> A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies. | <input type="checkbox"/> A foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or Act of Congress. |
|--|--|---|--|--|

Part 3 - Certification/Signature: Under penalties of perjury my signature certifies that:

1. I am a U.S. person (including a U.S. resident alien).
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
3. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out item 3 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, number 3 above does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Person completing this form: _____ Phone: (_____) _____

Signature: _____ Date: _____

Address: _____

City: _____ State: _____ ZIP: _____

Instructions. We are about to pay you an amount that may be reported to the **Internal Revenue Service (IRS)**. The IRS will match this amount to your tax return. In order to avoid additional IRS scrutiny, we must provide the IRS with your name and Taxpayer Identification Number. The name we need is **the name that you use on the tax return** that will report this amount. We are required by law to obtain this information from you.

Penalties. Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% federal income tax backup withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Confidentiality. If we disclose or use your Taxpayer Identification Number in violation of Federal law, we may be subject to civil and criminal penalties.