



## INVITATION FOR BIDS

Date: January 18, 2019

BID # 19-01-001

Sealed Bids for *Replacement and Finishing of Columns for Dublin City Hall at 100 S. Church St., Dublin, GA 31021* are subject to all conditions, and provisions, etc., set forth herein and attached. **Bids will be received** in the Purchasing Office, 215 Truxton St., Dublin, GA 31021 until *2:00 P.M. EST on Monday, February 18, 2019*. Bids will be publicly opened by the Purchasing Director.

City of Dublin  
Kris Harden, CPPB  
Purchasing Director

### SPECIAL CONDITIONS

Bids must be submitted on this form. Bids made otherwise will be subject to rejection. The above **Bid #** must be shown on front of the envelope in which this bid is submitted. City of Dublin assumes no responsibility for unmarked envelopes being considered for award. Authorized company representative is required to sign on the reverse side of this page in the space provided. **Bids must be signed to be considered responsive.** It is requested that completed bids be either typewritten or handwritten. **Facsimiles or electronic responses are not acceptable.** **LATE BIDS WILL NOT BE ACCEPTED.**

## INSTRUCTIONS FOR BIDDERS

- I. Bids must be received by the designated date and time.  
Late bids will not be accepted.
  
- II. **Submit one (1) signed original and one (1) copy of your bid.**  
Bids must be delivered to:  
  
City of Dublin - Purchasing Department  
P. O. Box 690  
215 Truxton St.  
Dublin, GA 31040  
ATTN: Kris Harden
  
- III. Bids must be sealed with the bid number clearly printed on the outside of the envelope.
  
- IV. Bids must be complete and include:
  - A. Completed Bid Proposal Form
  - B. Executed Affidavit of Non-Collusion
  - C. Executed Bidder's Declaration
  - D. Executed Immigration and Security Form
  - All bids submitted shall be subject to acceptance or rejection and the City of Dublin specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.
  - Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** may be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures are not acceptable.
  - All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
  - If only one bid is received, the bid will be forwarded to the Mayor and Council for a determination to accept and award the bid or to reject and re-bid.
  - Bids requiring bid bonds will not be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
  - Bids must meet or exceed the specifications in order to be considered by the City of Dublin. Any reference to brand name is to be considered generic. The City of Dublin reserves the right to award a bid to more than one bidder when two or more

items appear on the bid schedule. Payment terms are N30 unless otherwise stated in the bid.

- Bidders shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Dublin and will not be returned to bidders unless a written request to withdraw is received prior to the designated date and time of the bid opening.
- It shall be the responsibility of all bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of bid.
- All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and City Council that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
- When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by a list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interest of the City to do so for the purpose of testing.
- The unauthorized use of patented articles is done entirely at risk of successful bidder.
- The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
- Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
- A contract will not be awarded to any corporation, firm or individual who is, from

any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.

- Contracts may be cancelled by the City with or without cause with 30-day written notice.

**CONDITIONS**

- a. The City reserves the right to reject any and all bids, and to waive all technicalities.
- b. Unit prices will govern over extended prices, unless otherwise stated in notice.
- c. Time in connection with discount offered, will be computed from date of delivery of commodities to carrier, when inspection and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of the bid, from date of laboratory report.
- d. In case of default of contractor, the City reserves the right to purchase any or all items in default in open market, charging contractor with any excessive costs. Should such change be assessed, no subsequent bids nor the defaulting contractor will be considered until the assessed charge has been satisfied.
- e. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
- f. Prices bid must be based upon payment in thirty days. Discounts for payment in less than thirty days will not be considered in making award.
- g. The right is reserved in case tie bids are received to make award as considered to be most advantageous to the City.
- h. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
- i. Unless otherwise indicated by the Purchasing Director, prices must be firm.
- j. The successful bidder shall indemnify and save harmless the City of Dublin and all City officials, agents and employees, from all suits or claims of any character brought by reason of infringing on any patent trade mark or copyright.
- k. Bidders must guarantee price for a period of not less than 60 days.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_

COMPANY TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY FAX # (IF APPLICABLE)

\_\_\_\_\_  
EMAIL ADDRESS

FEDERAL ID # \_\_\_\_\_

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

\_\_\_\_\_  
PRINT OR TYPE NAME ABOVE

## TERMS AND CONDITIONS -- INVITATION TO BID

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

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

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

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

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

**6. BID BONDS:**

- A. Bid Bond: 5%
- B. Payment and Performance Bonds: not required

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

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

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

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

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

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

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

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

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

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

**11.4** Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. chapter 11 ET. SEQ.).

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

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

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

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

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

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

**18. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder

will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

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

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

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

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

**23. CANCELLATION FOR CAUSE:** Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have fifteen (15)

calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of the thirty (30) calendar days following the date of the initial letter of complaint.

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

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

**27. USE OF TRADE NAMES:** Reference to brand or trade names are for comparative purposes only. Proposers may submit proposals on items from other manufacturers. In these instances, proposals shall be accompanied with all descriptive information

necessary for a thorough evaluation. Failure to provide supporting data shall be cause for rejection.

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

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

BIDDER'S DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to the scheduled bid opening, but may not be withdrawn after such date and time.
- That the City of Dublin reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Dublin reserves the right to award the bid to separate bidders when more than one item appears on the schedule. The City of Dublin reserves the right to waive any technicalities and formalities in the bidding.
- That the bidder understands that these specifications are the minimum requirements and must be met or exceeded in order to be considered by the City of Dublin. The bidder acknowledges that the item bid is suitable for the intended application.
- That by submission of this bid the bidder acknowledges that the City of Dublin has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name	Title

Name	Title

AFFIX CORPORATE SEAL (if applicable)

# **INVITATION FOR BIDS**

## **Replacement and Finishing of Columns for Dublin City Hall at 100 S. Church St., Dublin, GA 31021**

### **1.0 INTENT**

**1.1** The intent of these specifications is to describe the services needed to replace and finish 4 columns, including caps, on the Dublin City Hall at 100 S. Church St., Dublin, GA 31021.

### **2.0 BACKGROUND**

The Dublin City Hall currently houses administrative operations for the City and has Tuscan-style columns at the front that need to be replaced due to rot from water damage. The columns are approximately 24 feet tall, 24 inches at the base and 20 inches at the top.

### **3.0 TERMS AND CONDITIONS**

**3.1** Each bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by City of Dublin in its sole discretion.

### **4.0 INFORMATION**

**4.1** It is the intent and purpose of the City that this Request permits competition. It must be the Bidder's responsibility to advise City of Dublin if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

**4.2** It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

**4.3** To ensure the integrity of the competitive process, all Bidders must avoid contacting any public officials or department(s) other than the person(s) listed in this document either directly or indirectly.

**4.4** City of Dublin reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the City for this Request.

4.5 Check [www.cityofdublin.org/purchasing](http://www.cityofdublin.org/purchasing) or the Georgia Procurement Registry for any addenda issued for this Request.

## 5.0 SCOPE OF WORK

### 5.1 Scope-Column Replacement

- A. Remove 4 existing columns
- B. Install Commercial Fiberglass Cast, Round Tapered Plain columns (Tuscan-style). New column shaft should be one piece, not seamed on site. Columns should be paint-grade ready
- C. Contractor to install same size (height, diameter, etc.) as existing columns and include caps, which are not to be constructed of wood. Check column drawing for sizes.
- D. Columns should be load bearing
- E. Columns to be installed per manufacturer specifications
- F. Contractor responsible for all debris and removal. No debris to be left overnight unless in dumpster or trailer. No debris to left in public walkways, building pad, parking lot or yard for extended time period.
- G. Install barriers to protect employees, visitors and patrons entering and exiting building during project.
- H. Protect landscaping and responsible for any damage created.
- I. Lifetime limited manufacturer warranty on all material use
- J. Provide a Two (2) year workmanship warranty
- K. Provide GA Contractors License
- L. Provide Certificate of Insurance

### 5.2 Scope-Painting of Columns

- A. Prep, prime and paint 4 columns
- B. Paint will match existing white trim paint color
- C. Contractor responsible for all debris and removal. No debris to be left overnight unless in dumpster or trailer. No debris to left in public walkways, building pad, parking lot or yard for extended time period.
- D. Install barriers to protect employees, visitors and patrons entering and exiting building during project.
- E. Any exposed areas of the building not being painted should be covered from project. Contractor responsible for any areas effected by painting
- F. Protect landscaping and responsible for any damage created.
- J. Provide a Two (2) year workmanship warranty
- K. Provide Certificate of Insurance

### 5.3 Scope-Roof and Portico

- A. Check the roof and portico over the columns for any damage or leaks and make necessary repairs, if needed. Report findings with bid submittal.

**6.0 EXCEPTIONS TO BID:**

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**7.0 PRICE: Total Cost**

Description	Cost
Replacement and Finishing of Columns and Caps	
Additional Fees (explain)	
Roof/Portico Repair (if necessary)	
<b>TOTAL BID</b>	

Warranty: \_\_\_\_\_

Job Completion Time: \_\_\_\_\_

No Bid \_\_\_\_\_

- \_\_\_ Specifications are too "tight"
  - \_\_\_ Specifications are unclear
  - \_\_\_ We are unable to meet specifications
  - \_\_\_ Insufficient time to respond
  - \_\_\_ Our schedule will not permit us to perform
  - \_\_\_ We do not offer this product or service
  - \_\_\_ Remove us from your vendor list for this commodity
  - \_\_\_ Remove us from your vendor list for all commodities \_\_\_\_\_
- Other (specify below)

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**8.0 INQUIRIES**

**8.1** Inquiries of interpretation or additional information concerning the City's requirements and/or stipulations of the item(s) to be bid can be made to:

Kris Harden

Purchasing Director

Email: [hardenk@dlcga.com](mailto:hardenk@dlcga.com)

## **9.0 BID EVALUATION AND AWARD**

**9.1 General:** A Purchase Order will be awarded to the most responsible vendor who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

**8.2 Determination of Lowest Bidder:** Bids must be evaluated to determine which vendor offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

**8.3 Award:** The City must award this Bid to the lowest responsible and responsive bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. City of Dublin reserves the right to reject any or all Bids and to make an award to the most advantageous vendor.

**8.4** Upon determination of the lowest bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the Dublin City Council, a Purchase Order will be issued to that vendor.

## **9.0 CERTIFICATE OF INSURANCE**

**9.1** All bidders will be required to attach a copy of their certificate of insurance to include workers compensation, to their bid response. No Contractor, or subcontractor, will be allowed to commence work on City of Dublin property without proof of insurance; failure to attach the certificate to this bid may cause rejection.

## **10.0 HOLD HARMLESS AGREEMENT**

**10.1** The successful vendor must agree to indemnify, defend, hold harmless and reimburse the city, it's agents, officers and employees from and against any losses, liabilities, expenses and all claims for damages of any nature whatever relating to or arising out of any action or failure to act, by the proposer, its officers, agents and employees, or relating to or arising out of the performance or failure to perform by the firm, its officers, agents and employees of any of the obligations under the contract agreement. Losses, liabilities, expenses and claims for damages must include but not be limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, or injury to real or personal property, defense costs, legal fees and costs, and attorneys' fees for appeal.

## **11.0 NON-COLLUSIVE BIDDING CERTIFICATION**

**11.1** By submission of a proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

**11.2** The prices in this proposal has been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

**11.3** Unless otherwise required by law, the prices which have been quoted in this proposal has not knowingly been disclosed by the proposer and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other proposer or to any competitor.

**11.4** No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

## **12.0 DRUG FREE WORKPLACE**

**12.1** During the performance of this agreement, if the contractor employs one or more employees, the contractor agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

**12.2** For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **13.0 PROHIBITION OF GRATUITIES**

**13.1** Neither the bidder, or any person, firm or corporation employed by the bidder in the performance of this request, must offer or give any gift, money or anything of value or any promise for future reward or compensation to any City of Dublin employee.

## **14.0 TERMS OF CONTRACT**

**14.1** The Contract must be valid from the date of the initial Purchase Order and must remain valid until all services are rendered.

**14.2** Breach or non-performance of any Contract term must constitute cause upon which the City may immediately terminate the Contract by written notice. A waiver by the City of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

### **14.3. TERMINATION**

**14.3.1** Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

**14.3.2 Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of City of Dublin without the required (30) days advance written notice, then City of Dublin must negotiate reasonable termination costs, if applicable.

**14.3.3 Cause:** Termination by City of Dublin for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

**14.3.4 Default** In case of default of Vendor, City of Dublin reserves the right to purchase/lease any or all items/services in default in open market, charging, Vendor with any excessive costs.

### **15.0 NON-APPROPRIATION CLAUSE**

**15.1** Notwithstanding any other provision of this request/agreement, all obligations of the City under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

### **16.0 BID SECURITY**

**16.1.** Each Proposal must be accompanied by a cashier's check or Bid Bond made payable to the OWNER in an amount not less than five percent (5%) of the amount of the Bid. Upon request, the bid security of all Bidders, except for the three (3) lowest responsible Bidders, will be returned at any time following the formal opening of Bids. If a request is not received, the bid security of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after the OWNER and the accepted Bidder have executed the written. If sixty (60) days have passed after the date

of the receipt of the Bids and no Contract has been awarded, the bid security of any Bidder will be returned on demand, provided that the Bidder has not been notified of the acceptance of his Bid.

**16.2.** Failure of the accepted Bidder to execute a Contract and file acceptable bonds as provided herein, within ten (10) days after a written Notice of Award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid security to the OWNER, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Bid response must be delivered to the City of Dublin Purchasing Department no later than the date and time indicated. Did you visit our website for any addenda?
- \_\_\_\_\_ Did an authorized company representative sign the Bid response form?
- \_\_\_\_\_ Did you provide one original and one copy of your response?
- \_\_\_\_\_ Did you mark the outside of your submittal envelope with the Bid number, the title, and your company name?
- \_\_\_\_\_ Did you provide all the information requested on the signature page?
- \_\_\_\_\_ Did you state your warranty?
- \_\_\_\_\_ Did you indicate the number of delivery days after receipt of an order?
- \_\_\_\_\_ Did you attach a business card with your submittal?
- \_\_\_\_\_ Are you aware of the Bid opening time and location?
- \_\_\_\_\_ Did you sign the Certificate Immigration Reform & Control statement?
- \_\_\_\_\_ Did you verify that your submitted price is correct?
- \_\_\_\_\_ Did you visit the worksite?
- \_\_\_\_\_ Did you provide brand name and model/series number of product offered along with catalog pages, brochures, or other data?



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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a Federal Work Authorization Program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_

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



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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

Date \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

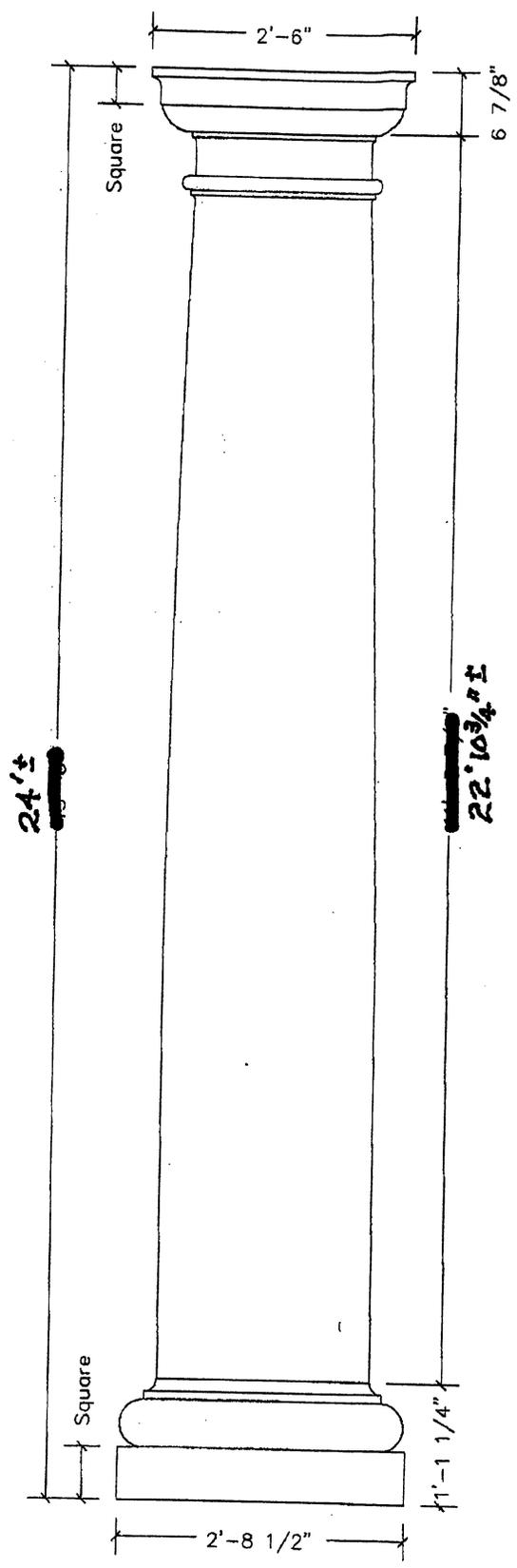
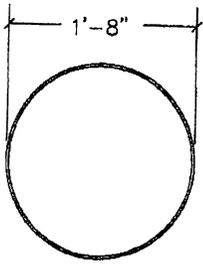
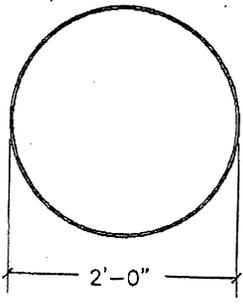
Notary Public  
My Commission Expires: \_\_\_\_\_

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

PLEASE SUBMIT ONE COPY OF YOUR BID WITH THE ORIGINAL

# IMPORTANT

1. READ ALL BID INSTRUCTIONS!
2. SIGN AND RETURN THE ORIGINAL BID! BID NOT SIGNED WILL BE AUTOMATICALLY REJECTED.
3. LATE BID WILL NOT BE ACCEPTED! BID MUST BE RECEIVED ON OR BEFORE THE DESIGNATED OPENING DATE AND TIME.
4. PROSPECTIVE BIDDERS, OR VENDORS INTERESTED IN DOING BUSINESS WITH CITY OF DUBLIN, CAN COMPLETE A VENDOR INFORMATION FORM ON THEIR FIRM ON THE PURCHASING DEPARTMENT'S HOMEPAGE AND SUBMIT TO THE DEPARTMENT. PROSPECTIVE BIDDERS AND VENDORS CAN ALSO ACCESS, VIEW, AND PRINT CURRENT BID DOCUMENTS AT [www.cityofdublin.org/purchasing](http://www.cityofdublin.org/purchasing), VENDOR REGISTRY AND THE GEORGIA PROCUREMENT REGISTRY.
5. VENDORS ARE RESPONSIBLE FOR KEEPING THEIR COMPANY INFORMATION UPDATED. LET THE PURCHAING DEPARTMENT KNOW OF ANY CHANGES.



Tuscan Column  
Round, Tapered



City Hall façade



Far left column damage



Center left column



Far right column damage



Far right column damage



Far right column damage