



CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #17-014

For

HIGHWAY MEDIAN LANDSCAPE ENHANCEMENTS

For all questions about this Bid contact:

Cindy Fay, Procurement Analyst
cfay@cityofgriffin.com

Deadline:
Thursday, April 20, 2017 at 2:00 P.M.

IMPORTANT SUBMITTAL REQUIREMENT

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

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

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

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



RESPONSE SUBMITTAL

DELIVER TO:

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

BID/PROPOSAL #: ITB 17-014

BID/PROPOSAL NAME: HIGHWAY MEDIAN LANDSCAPE ENHANCEMENTS

DUE ON OR BEFORE: Thursday, April 20, 2017 @ 2:00 PM (local)

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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**CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
17-014
HIGHWAY MEDIAN LANDSCAPE ENHANCEMENTS**

1. SECTION I – BID INFORMATION

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

1.1. PURPOSE

The City of Griffin (City) will receive sealed bids for the landscape enhancements on two areas of right-of-way at the intersection of North Expressway (southbound) and Martin Luther King Jr Parkway. The actual landscaping and planting is to be done during the winter months (December – February). This project is funded by the Roadside Enhancement and Beautification Council (REBC) and the grant amount is limited to \$50,000.

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

1.2. SCHEDULE & SUMMARY

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

DATES

Release of Request	Wednesday, March 29, 2017
Pre-Bid Meeting	Site visit (on your own) is required, confirmation email after visit is to be sent to cfay@cityofgriffin.com (see 1.3.2)
Questions due	Friday, April 7, 2017 by 2:00 PM
Bids due	Thursday, April 20, 2017 by 2:00 PM
Copies of Bid Response Required	Two, <u>in addition</u> to one original
Public opening	No
Bonds required	Yes, Performance & Payment bonds required of awardee prior to contract; Bid bonds are not required for submission of response.
Liquidated Damages	Yes - \$100 per day exceeding deadline (see 1.3.4)
Project manager	Chris Walker; cwalker@cityofgriffin.com

1.3. SCOPE OF WORK

The intent of this project is to provide landscape development and plantings in the median at the interchange of North Expressway (southbound) and Martin Luther King Jr Parkway (US19-41). The project shall consist of, but not limited to, labor, materials, supervision and equipment. The actual plantings should take place during winter (December – February).

The quantities shown in the itemized materials list for the project are considered to be approximate only and are given as a recommendation and as the basis for comparison of bids. The City may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. Minor increases or decreases in the

quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

GENERAL

- 1.3.1.** Supplier must have previous experience with DOT projects; a DOT project must be included as one of the required references. While there is no residency requirement for this project, a resident of Georgia (or neighboring state) is preferred.
- 1.3.2.** Supplier shall perform the work in accordance with the specification Drawings/Plans prepared by Paragon Consulting Group and included with this bid package (as separate document);
- 1.3.3.** All suppliers submitting a response must be familiar with the two planting sites. A confirmation email must be sent to cfay@cityofgriffin.com stating you have visited the site.
- 1.3.4.** A complete drawing of the plant sites is published as a separate document; enlarged 'cutouts' of the planting areas are included as attachments at the end of this document.
- 1.3.5.** Supplier will provide a list of sources for the plant material within 10 days after the Notice of Award. This source list will provide contact information of the source (name, address, phone) and a confirmation of the plants/materials to be used;
- 1.3.6.** The project shall be substantially complete within forty-five (45) 'workable' calendar days of the Notice to Proceed;
 - 1.3.6.1.** Liquidated damages of \$100 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the 45 days;
- 1.3.7.** Work hours shall be between 7AM to 7PM;
- 1.3.8.** Work will be done under the City's permit; no additional permits will be needed;
- 1.3.9.** All work performed by the supplier shall done to the satisfaction of the project manager;
- 1.3.10.** Proper insurance coverage, naming the City as additional insured, as well as bonds, must be received within 10 calendar days of the Award Notice;
 - 1.3.10.1.** The Notice to Proceed will not be issued until insurance certification and the Performance Bond is received;
- 1.3.11.** There are no billboard signs located within 500 feet of the proposed sites and no overhead power lines located in the vicinity of the proposed sites;
- 1.3.12.** No permanent irrigation has been proposed for the planting areas;
- 1.3.13.** All planting areas are located within the GDOT right-of-way;
- 1.3.14.** Supplier is **not** required to be pre-qualified with GDOT in order to submit a response;
- 1.3.15.** Final acceptance will not be made before the completion of the Establishment Period. Final acceptance will be made only after the satisfactory completion of all work covered by this contract. All plant material shall be well-rooted, in a living and healthy condition at the time of final acceptance. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

COMPLIANCE

- 1.3.16.** All work will be done within the median. The site is owned by GDOT and all applicable state regulations in addition to those in the Manual on Uniformed Traffic Control Devices (MUTCD) must be strictly followed. Project work shall adhere to GDOT requirements unless noted otherwise or directed by the City's Project Manager. Traffic control should only be an issue during periods of equipment ingress and egress;
- 1.3.17.** Suppliers must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970;
- 1.3.18.** Georgia law requires that a telephone call or adequate notice must be given to the Utilities Protection Center (UPC) at 811 a minimum of three (3) days before Work is to begin. The notice will remain in effect for 10 Working days from the date the Utilities Protection Center is notified;
 - 1.3.18.1.** There are no known existing underground utilities in the planting area. However, it is the supplier's responsibility to have Utility Locator service locate and mark lines;

1.3.19. Refer to the Standard Specifications for Roads and Structures and Roadway Standard Drawings dated January 2012 - Section 1060 – Landscape Development Materials, Section 1670 – Planting and any Special Provisions in contract for guidelines on this project;

1.3.20. Trees shall be warranted for a period of one (1) year and other new material shall be warranted for a period of one hundred twenty (120) days and includes the removal of all dead and/or diseased plants or trees;

1.3.20.1. Warranty does NOT include the following situations after the acceptance of the project: 1) theft of plants after acceptance; 2) improper watering and or maintenance by others. The warranty period shall commence when the project has completed the final approval.

MATERIALS

1.3.21. The REBC encourages the use of Georgia Grown materials in this project whenever possible;

1.3.22. Plants and trees shall meet or exceed qualifications set forth by the American Standard Nursery Stock's latest edition;

1.3.23. Topsoil/backfill material shall be fertile, friable soil that is reasonable free of clay, roots stumps, debris, stone or other extraneous material harmful to plant growth;

1.3.24. Plant mix shall be 70% existing soil and 30% commercial composted plant mix (peat moss is not acceptable to use as plant mix);

1.3.25. Pre-emergent will be included at time of planting and shall be granular for bed areas only and spread according to manufacturer's recommendations;

1.3.26. All trees shall be staked with hose or protective vinyl used at the point of connection with the tree to ensure their stability for the initial period;

1.3.27. Contractor shall utilize a water absorbent gel to be incorporated into the planting soil for each plant and tree. This material shall be applied per product guidelines. Contractor shall identify the name of the product with the bid submittal. The City shall have the discretion to approve or disapprove of the product to be applied. The cost of this material shall be included in the cost for "General Site Work";

1.3.28. Trees will be set level with their original grade and thoroughly watered to eliminate all air pockets. They shall be braced to ensure their stability for the initial period;

1.3.28.1. All trees shall be staked with hose or protective vinyl used at the point of connection with the tree to ensure their stability for the initial period;

1.3.29. Mulch material shall be moistened at the time of application to prevent wind displacement, and applied at a minimum depth of 3 inches. Clear mulch from each plant's crown (base);

LABOR

1.3.30. All dimensions on the mapping shall be verified and measured by the contractor before initiating work. Any discrepancies shall be brought to the attention of the City's Project Manager;

1.3.31. The Supplier will be responsible for all initial fertilization and watering until project acceptance. Adjust level of nitrogen according to manufacturer's recommendations, based on season;

1.3.32. For a period of ninety (90) days after the acceptance of the project, the supplier shall remove all weeds from the project footprint once every two (2) weeks. Watering shall be done once every 2 weeks based on weather conditions. The total number of waterings and weed eradications will not exceed seven (7) each;

1.3.32.1. The City will provide water for the water tank/truck at the Maintenance shop;

1.3.33. The Supplier will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The supplier will not be permitted to suspend his operations except for reasons beyond his control except where the Engineer has authorized a suspension of the supplier's operations in writing;

1.3.34. In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of One Hundred Dollars (\$100.00) will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the

work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time;

MISCELLEANOUS

1.3.35. All work shall be subject to inspection by the City at any time. The project manager will conduct frequent, unscheduled inspections and maintain a log noting conditions and compliance with contract provisions and quality of workmanship. It will be the responsibility of the Supplier to keep the project manager informed of his proposed work plan.

1.3.36. Parking on site during work times will not be an issue.

1.3.37. Payment will be made upon completion with a minor holdback until final acceptance.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

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

- a. ___ Information/Cover Page (*supplied*)
- b. ___ Bid Response Acknowledgement sheet (*supplied*)
- c. ___ Pricing Sheet unless requested under separate cover (*supplied*)
- d. ___ References Sheet (*supplied*)
- e. ___ E-Verify affidavits for this project (*supplied – also required as part of online registration*) *
- f. ___ Company Registration paperwork – **to be done online****

Note: In addition to being uploaded as part of the online registration, the Contractor and Sub-Contractor Affidavits need to be included as part of the bid submittal.

*** E-Verify documents will be required to be included with your bid response for this project as well as uploaded online to become a compliant, registered vendor.**

****** Instructions and forms for registration may be found on the City's website under Resources. If a complete and compliant registration has already been submitted online, simply include a statement that a completed registration is on file.

1.5. EVALUATION CRITERIA

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

- Ability to provide requested service
 - Quality of workmanship and products used
 - Timeliness of project completion or delivery
 - Additional costs to the City
 - References
 - Guarantees and warranties
 - Value added services and/or options
-

1.6. SPECIAL PROVISIONS

DAVIS-BACON ACT: Revisions have been made to the Davis-Bacon Wage Rates: US Department of Labor General Decision – Publication date 1/2/15.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be

adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.com.

Davis-Bacon Act wage rates not required on this project.



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

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

2. SECTION II – GENERAL TERMS AND CONDITIONS

All information, notices and addenda regarding this Bid shall be posted on the City's website. It is the supplier's responsibility to check the site on a regular basis in order to confirm they have the most current information 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 supplier if this provision is violated.

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

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

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

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

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

3. SECTION III –OVERVIEW AND PROCEDURES

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

3.1. COMPANY BACKGROUND & EXPERIENCE

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

The list must include:

Dates of service

Name of contact person

Title of contact person

Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2. REFERENCES

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

3.3. BID REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

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

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

parties.

3.3.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

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

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

3.3.3. PACKAGING OF BID

Submissions must be by the following method:

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

(Supplier Name)
BID # (Bid Number)
(Bid Title)

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

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

3.3.4. SUBMISSION OF BID

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

Bids must be submitted to:

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

Or delivered to:

Attention: Cindy Fay, Procurement Analyst
100 S Hill Street, 3rd Floor
Griffin, GA 30223

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

3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City must be used for the submission of Bid Response. Alternate bids or bids that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.3.6. ADDITIONAL INFORMATION/ADDENDA

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

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

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

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

3.3.8. WITHDRAWAL OF BID

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

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

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

3.3.10. MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11. DISQUALIFICATION OF BIDS OR SUPPLIERS

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

3.3.11.1. Evidence of collusion;

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

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

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

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

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

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

3.3.12. REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all bids or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the bid that is in the best interest of the City, regardless of whether or not it is the lowest bid;
- g) award the bids received on the basis of individual items or on the entire list of items.

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

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

3.3.13. COST INCURRED BY SUPPLIERS

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

3.3.14. BID OPENING

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

3.3.15. AWARD AND RESULTING CONTRACT

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

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

3.3.16. PROTESTS

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

3.3.16.1. FILING A PROTEST

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

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

- 3.3.16.3. Signature and printed name of the protestor
- 3.3.16.4. Identification of the solicitation and the sections contested
- 3.3.16.5. A statement of reason for the protest including copies of relevant supporting documents
- 3.3.16.6. A description of the remedy requested.
- 3.3.16.7. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

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

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

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

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

3.6. NON-COLLUSION AFFIDAVIT

By submitting a bid, the supplier 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 supplier has not directly or indirectly solicited any other supplier to put in a sham bid, or any potential supplier to refrain from submitting and that the supplier has not in any manner sought by collusion to secure any advantage over any other supplier. By submitting a bid, the supplier 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 supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

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

3.8. BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must

appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

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

4.1. LIQUIDATED DAMAGES

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

4.2. FORCE MAJEURE

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

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

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

4.3. SUPPLIER'S INVOICE

- 4.3.1.** The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *(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 Supplier.
 - (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
 - (c) Purchase order number for supplies delivered or work completed.
 - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
 - (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
 - (f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2. A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.4. TAX LIABILITY

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

4.5. PAYMENT

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

4.6. ESTIMATED QUANTITIES

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

4.7. ASSIGNMENT OR NOVATION OF CONTRACT

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

4.8. TERMINATION FOR CAUSE

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

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

4.9. TERMINATION FOR CONVENIENCE

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

4.10. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11. CHANGES

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

4.12. REPORTING DISPUTES

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

5. SECTION V –INSURANCE REQUIREMENTS

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

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

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

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

5.1. STANDARD INSURANCE REQUIREMENTS

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

5.1.2. *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

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

- Personal Injury

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

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

5.1.4. *Umbrella Coverage*

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

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

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

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

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

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

5.2.2. Commercial General Liability and Automobile Liability Coverage

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

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

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

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

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

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

5.2.1. Deductibles and Self-Insured Retention

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

5.2.2. Acceptability of Insurer

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

5.2.3. Verification of Coverage

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

5.2.4. Subcontractors

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

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

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

6.1. VENDOR/CONTRACTOR AFFIDAVIT

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

6.2. SUBCONTRACTORS

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

6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

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

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

enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

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



CITY OF GRIFFIN, GEORGIA
RESPONSE SUBMITTAL COVER

BID #17-014

For

HIGHWAY MEDIAN LANDSCAPE ENHANCEMENTS

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

Submittal Deadline:
Thursday, April 20, 2017 at 2:00 P.M.



SUPPLIER DISCLOSURES

Respond with a YES or NO for each of the items below. On a separate sheet, detail the circumstances for any item with a YES response and attach to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

- ___1 **Conflict of interest.** A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any employee, agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project. Is there any known conflict of interest with the City or any employee or agent of the City?
- ___2 **Collusion.** Collusion Supplier affirms that this response submittal has not been prepared in collusion with any other supplier and the contents of the submission has not been communicated with other potential suppliers or with any agent of the City.
- ___3 **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?
- ___4 **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?
- ___5 **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?
- ___6 **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the project owner (City) for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?
- ___7 **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

SUPPLIER ACKNOWLEDGEMENTS

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

Specifications Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

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

ADDITIONAL ACKNOWLEDGEMENTS *(please initial)*

- _____ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.
- _____ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.
- _____ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.
- _____ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.
- _____ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Invitation to Bid shall be incorporated as an integral part of the final contract.

BID RESPONSE SIGNATURE

Please indicate organization type: ___ Individual ___ Partnership ___ Corporation

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

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____

E-MAIL: _____

AUTHORIZED SIGNATURE

TITLE

NAME (PRINTED)

TITLE (PRINTED)

RESPONDING WITH 'NO BID'

Our company has elected to submit a 'NO BID' response for the following reason: _____

AUTHORIZED SIGNATURE

TITLE

NAME (PRINTED)

TITLE (PRINTED)

If you elect to submit a 'No Bid', you may email this page to cfay@cityofgriffin.com or fax to 678-692-0402 at any time prior to deadline.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 17-014

PRICE SUBMITTAL: HIGHWAY MEDIAN LANDSCAPE ENHANCEMENTS

Company Name _____ Bid Price Valid Through _____

PRICE STRUCTURE – Complete the following information specifics for the cost quoted.

DESCRIPTION	COMMON NAME	SIZE	QTY	UOM	PRICE
Trees	Crepe Myrtle	2" cal	36	ea	-----
	Vitex	2" cal	11	ea	-----
	Savannah Holly	2" cal	3	ea	-----
Medium Shrub	Barberry	7 gal	119	ea	-----
	Evergreen Giant Liriope	3 gal	37	ea	-----
Small Shrub	Dwarf Abelia	7 gal	206	ea	-----
	Dwarf Yaupon Holly	7 gal	116	ea	-----
Grass	Bermuda sod	Appx .20 acre	Partial acre	LS	-----
Pine Straw	3" thickness over planting bed of trees	3" thick		bal	-----
TOTAL PLANTS/TREES					\$
ALL OTHER PLANTING MATERIALS					\$
LABOR					\$
ANY ADDITIONAL FEES NOT PREVIOUSLY LISTED (DETAIL BELOW)					
TOTAL PROJECT COSTS*					\$

Anticipated time from Notice to Proceed to completion (in calendar days) _____

Additional comments/recommendations: * the grant budget on this project is limited to \$50,000.

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

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

COMPLETED BY:

Company Name: _____

Contact Person: _____
 (Signature) (Printed Name)

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

REFERENCES

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

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)



SUPPLIER REGISTRATION

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

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

TO REGISTER:

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

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

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



SUBCONTRACTOR AFFIDAVIT

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

By executing this affidavit, the undersigned subcontractor 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 engaged in the performance of services under a contract between _____ (name of contractor) and 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.

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

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Company / Contractor Name

Subcontractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

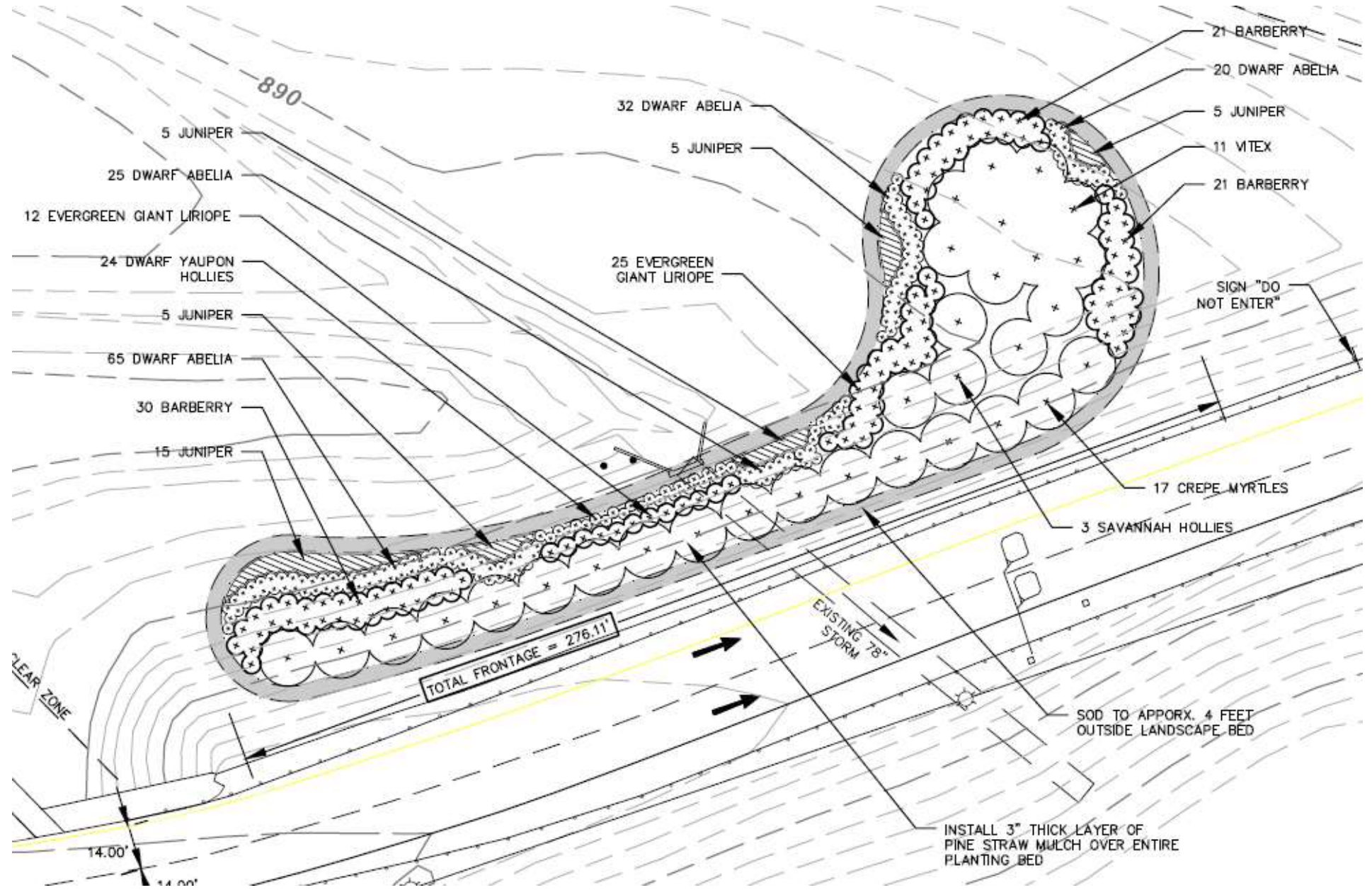
This _____ day of _____, 20 ____

Notary Public

My commission expires: _____

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

AREA 1 -



AREA 2 -

