



CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #19-003

For

UNIFORM PROGRAM

For all questions about this RFP contact:

Cindy Fay, Procurement Analyst
cfay@cityofgriffin.com

Deadline:
Thursday, October 18, 2018 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 this label 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 solicitation 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 #: _____ **RFP 19-003** _____

BID/PROPOSAL NAME: _____ **UNIFORMS** _____

DUE ON OR BEFORE: _____ **10/18/18 @ 2:00 PM (EST)** _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

TABLE OF CONTENTS

RFP #19-003	1
1. SECTION I – SOLICITATION-SPECIFIC INFORMATION	4
1.1. PURPOSE	4
1.2. SCHEDULE & SUMMARY	4
DATES.....	4
1.3. SCOPE OF WORK	4
BACKGROUND	5
1.4. PACKAGING/SUBMISSION REQUIREMENTS	10
ADDITIONAL PACKAGING/SUBMISSION REQUIREMENTS CHECKLIST	10
1.5. EVALUATION CRITERIA	11
2. SECTION II – COMMUNICATION OF INFORMATION	13
2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF	13
2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION	13
3. SECTION III –OVERVIEW AND PROCEDURES	14
3.1. COMPANY BACKGROUND & EXPERIENCE.....	14
3.2. REFERENCES	14
3.3. RFP REQUIREMENTS	14
3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE).....	18
3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS	18
3.6. NON-COLLUSION AFFIDAVIT	18
3.7. HOLD HARMLESS AND INDEMNIFICATION	18
3.8. BID BONDS (Bid, Performance, Payment)	18
4. SECTION IV – OTHER GENERAL SPECIFICATIONS	19
4.1. LIQUIDATED DAMAGES	19
4.2. FORCE MAJEURE.....	19
4.3. SUPPLIER'S INVOICE.....	19
4.4. TAX LIABILITY	20
4.5. PAYMENT	20
4.6. ESTIMATED QUANTITIES	20
4.7. ASSIGNMENT OR NOVATION OF CONTRACT	20
4.8. TERMINATION FOR CAUSE	20
4.9. TERMINATION FOR CONVENIENCE	20
4.10. TERMINATION FOR FUND APPROPRIATION	21
4.11. CHANGES	21
4.12. REPORTING DISPUTES	21
5. SECTION V –INSURANCE REQUIREMENTS.....	21
6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA	23
7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987	23
RFP #19-003	25
8. UNIFORM REQUIREMENTS -OVERVIEW.....	26
RFP #19-003	25



CITY OF GRIFFIN, GEORGIA REQUEST FOR PROPOSAL SPECIFICATIONS for 19-003 UNIFORMS

1. SECTION I – SOLICITATION-SPECIFIC INFORMATION

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

1.1. PURPOSE

The City of Griffin (City) is seeking responses from qualified and experienced providers to provide uniforms for employees of various City departments. The resulting award has the potential of being a multi-year Rental contract with provisions to purchase additional items either in conjunction with the rental or as a split award.

1.2. SCHEDULE & SUMMARY

This Request will be governed by the following schedule and criteria:

DATES

Release of Request	Monday, September 24, 2018
Pre-Conference Meeting*	No
Questions due	Wednesday, October 10, 2018 by 2:00 PM
Samples due	Prior to or with response submittal
Responses due	Thursday, October 18, 2018 by 2:00 PM
Response Submittals Required:	Proposal: Five (5) copies + one original Electronic Copy: One (1)
Public opening	No
Bonds required	None
Professional Liability Insurance	Not Required for this RFP
Project manager	Phill Francis; pfrancis@cityofgriffin.com

1.3. SCOPE OF WORK

The City of Griffin (City) is seeking responses from qualified and experienced providers to provide uniforms for employees of various City departments. This will be for a weekly service contract with provisions to purchase additional items; it is estimated that the majority of those needing uniforms will require eleven (11) uniform changes. Purchase prices are to be submitted for all items; these prices will be used for potential direct purchases and be the basis for City-responsible replacements. Uniform rental garments will all be from one company; direct purchases and accessory items may be considered as potential line-item awards. Suppliers may submit pricing on only rent/lease or only purchase; if submitting 'PURCHASE ONLY', note that here and at the beginning of the pricing sheet.

All requests for costs should be noted on the pricing submittal sheet. The specifications noted in the section below are to be answered with a Yes/No with details to be added either in the additional information section or with the pricing response.

Purchase only? _____

BACKGROUND

- 1.3.1.** The City is seeking uniforms for approximately 150+ who wear uniforms and are to be serviced by the resulting contract. Public Safety personnel (Police & Fire Departments) are not included in this request. This employee count is for reference purposes only and no minimum or maximum quantities are guaranteed or implied by the City.
- 1.3.2.** Only submissions from companies established in the uniform rental business and qualified to handle accounts of this size will be considered for the garment portion of this solicitation.
- 1.3.3.** All communication prior to final Award must be directed to the Procurement department. Discussions with city personnel regarding the solicitation prior to the final award may result in the disqualification of the response.
- 1.3.4.** Contract term shall be for one (1) year with up to four (4) renewal options. Pricing shall remain fixed for the first two years and during the course of the contract terms. For price changes to be considered for subsequent years, justification for the price increase (allowable up to the percentage increase of the Consumer Price Index [new CPI/old CPI]) must be submitted to Procurement at least 60 days prior to renewal/contract end. No pricing changes will be allowed without the written agreement of both parties.
- 1.3.5.** The City shall not be responsible for any verbal communication between any City employee and the successful supplier. Only written specifications and written price quotations shall be considered.
- 1.3.6.** Most all employees utilizing rental will have a department patch (see Attachment A at end of this document). Name patches (standard size, first name, last initial) will be required by most departments.
- 1.3.7.** All garments supplied to the employees will be from one manufacturer (per garment type) for consistency in fit. The City reserves the right to purchase garments/items from other suppliers or to rent/lease facility items (mats, etc) from other suppliers.
- 1.3.8.** All garments proposed must be available in a variety of sizes to comfortably fit men or women. Tailoring services for minor alterations such as hemming must be available at no additional cost.
- 1.3.9.** Purchase prices for most items are to be submitted in addition to the rental pricing.
- 1.3.10.** All exceptions for variances must be fully noted on the exceptions page.
- 1.3.11.** The City has defined the following pick-up/delivery points (all located in Griffin unless otherwise noted):
 1. City Hall, 3rd Floor, 100 S Hill Street (various depts.)
 2. City Hall, 1st Floor, 100 S Hill Street (Electric)
 3. 865 S 9th Street (Elec Line Construction)
 4. 1515 Industrial Dr (Transfer station)
 5. 238 Emlett Dr (Solid Waste dept)
 6. 245 Emlett Dr (Motorpool)
 7. 1035 S Hill Street (Airport)
 8. 700 Beck St (Water Distribution)
 9. 229 N Expressway (Harry Simmons plant)
 10. 1140 N Hill St (Cabin Creek plant)
 11. 2940 W Ellis Rd (Shoal Creek plant)
 12. 575 Shoal Creek Rd (Landfill)
 13. 1150 County Line Road (Potato Creek plant)
 14. 2045 Flat Shoal Road, Concord, GA 30206 (Still Branch plant).

The following specifications are divided into three categories – Mandatory (must have – pass/fail); Mandatory Scored (must have – graded); Additional Scored (would like – graded):

Mandatory Requirements (Mandatory specifications are required and must be met)

Item #	Description	Y / N
GENERAL		MANDATORY
1.3.12.	Uniforms furnished must be in new condition when issued and must on the list of approved garments resulting from this solicitation. Each department will determine color and style to be issued for their departments. Any exceptions must have the written approval from City management and review of the Procurement department in order to be considered.	
1.3.13.	The successful supplier shall have a maximum of thirty days from the Notice of Award to complete on-site personnel fittings and be ready to deliver the uniforms that are applicable to the needs of each specific department. Uniforms are to be deemed complete at time of acceptance.	
1.3.14.	Prices for replacements of uniforms lost, stolen or <u>deliberately</u> damaged by employees are to be viewed as exceptional situations and are NOT to be included in the calculations for the uniform services. Replacement/exchange of garments due to normal wear and tear or factors other than loss by City or deliberate damage shall be considered part of the resulting contract and cost shall be based on the pricing submitted with a depreciation multiplier.	
UNIFORM GARMENTS		MANDATORY
1.3.15.	Unless otherwise specified, all fabrics used in the garments must be of a composition and weave that tends to limit damage from wear and tear, burning, slicing or impact while maximizing comfort, breathability, life of the garment and cost efficiency.	
1.3.16.	Garments that do not bear the employee's name on the front or have a sewn-on tag must have the employee's name (or ID number) permanently marked or affixed in an inconspicuous place inside the garment to prevent mix-ups, loss or theft.	
SERVICE		MANDATORY
1.3.17.	Weekly deliveries day/time/location are to be coordinated with each department prior to contract. Occasional deviations to this schedule from either the department or the provider are understood; a minimum of a day's notice shall be given to the appropriate party on those occasions.	
1.3.18.	The successful supplier shall respond to all verbal and/or written complaints within three (3) business days with solutions that are reasonable to both parties and acceptable by the City. Pending complaints shall NOT be a valid basis for failure to perform/provide.	
INVOICING / REPORTS		MANDATORY
1.3.19.	A report showing all uniforms separated <u>by departments</u> and the invoice pricing shall be submitted to the Procurement department at the time the initial delivery of the uniforms. This report shall serve as the master inventory list.	
1.3.20.	Invoice amounts that exceed the contract amounts or not specified as contract items will not be paid by the City.	
MISCELLANEOUS		MANDATORY
1.3.21.	The successful supplier will NOT use the City's logo or any other identifying markings as promotional items or demonstration items without the expressed written consent of the City.	

Mandatory Scored (Mandatory Scored specifications are required and will be graded on how well the City's requirements are met)

Item #	Description	Y / N
GENERAL		MANDATORY SCORED

<p>1.3.22. Garments lost, stolen or intentionally damaged will be reimbursed based on the direct purchase price multiplied by the following depreciation rates determined by time in service: 0 – two months - - - - - 95% of cost three – six months - - - - - 80% of cost seven – twelve months - - - - - 50% of cost thirteen – seventeen months - - - 25% of cost eighteen months and greater - - 0% of cost</p>		
<p>1.3.23. The Successful supplier must have all-inclusive pricing, which covers set-up fees, measurements, alterations, emblems, patches, name tags, laundering, stain removal, mending, replacement of worn garments, etc.</p>		
<p>1.3.24. Document your fitting procedure.</p>		
<p>1.3.25. Employees on average will not be at work for approximately five (5) weeks per year due to vacation, sick time and other scheduled leave. Should an employee be out for an extended period (two weeks or more at a time), credit shall be given for that period over the week(s) with no service.</p>		
<p>UNIFORM GARMENTS</p>		<p>MANDATORY SCORED</p>
<p>1.3.26. Suppliers must include detailed information on the fabric composition, fabric type, etc for all garments they propose to provide.</p>		
<p>1.3.27. Suppliers shall identify the size ranges of garments available as stock items. Any surcharge for 'non-standard' garments must be clearly identified.</p>		
<p>1.3.27.1. Big & Tall (outsizes) will be for 3XL and larger shirts/jackets and 48" pant waist. Sizes smaller than those as well as Tall/Long shall be considered within standard sizing.</p>		
<p>1.3.28. Patches shall be provided by the supplier at no cost to the City and have an embroidered edge in a color complimentary to the uniform. Name patches shall have the first name only (or nickname) of the employee. Use of name patches will be determined by the various departments.</p>		
<p>1.3.29. All emblems, logos, name patches, etc must be composed of stitchery on a reinforced, supported material backing. Stamped articles will not be accepted. The successful supplier will provide a sample of the patches and review placement requirements with the City prior to attaching to the garments.</p>		
<p>1.3.30. After the initial fill, garment orders are to be filled within seven (7) days. Exceptions to this timeframe are special cuts and sizes <u>greater</u> than 2XL or 46" waist.</p>		
<p>1.3.31. Specify where garments are manufactured. _____</p>	-	-
<p>SERVICE</p>		<p>MANDATORY SCORED</p>
<p>1.3.32. Service representatives are to be based at the same facility that the garments are processed in order better address service issues. Service calls are to be logged, documented and reviewed quarterly with the City.</p>		
<p>1.3.33. Describe the duties and responsibilities of the service representative that would be assigned to the City's account and the process for problem resolution.</p>		
<p>1.3.34. Successful supplier must have a garment accountability system designed to track garments picked up and delivered to ensure accurate deliveries. This system shall also document requests, such as new additions (or deletions), size changes, etc. Describe your system.</p>		

<p>1.3.35. Successful supplier must deliver a weekly delivery/pickup report that itemizes the quantities/garments (by employee) that were picked and those delivered. This must be a minimum 2-part form and separate from the invoice and left with the department at pickup. Include sample.</p>		
<p>1.3.36. Successful supplier shall issue a garment laundry bag at no charge for employees to use for transporting during the service contract.</p>		
<p>MAINTENANCE</p>	MANDATORY SCORED	
<p>1.3.37. Repair tags are to be provided at each pick-up site with the initial delivery of uniforms and replenished as needed. All items tagged for repair are to be returned in repaired condition or replaced with a new or good condition uniform the following pick-up. The City shall have the final determination of what is considered good condition. All garments that were repaired must either be noted on the weekly delivery/pickup report or on a separate report within the same time period.</p>		
<p>1.3.38. Cleaning/Laundrying: Uniforms shall be washed in accordance with the State of Georgia requirements governing commercial and industrial laundries. Uniforms that retain an offensive smell, residual odor or significant stains after laundering shall not be acceptable and will be returned for reprocessing at no additional charge.</p>		
<p>1.3.38.1. Items returned for reprocessing must be returned the following week. If not returned or returned item is still unacceptable, double credit for time lost will be taken.</p>		
<p>1.3.39. The successful supplier shall maintain the rental uniforms in a reasonable and wearable professional condition, including the routine replacement of buttons, zippers, stain removal and the routine mending of all small rips or tears. No repair patches shall be placed on the outside of the garment. The City shall have the final determination of what shall be considered reasonable and wearable condition.</p>		
<p>1.3.40. All shirts shall have either the City's logo or name along with the Department name. Name patches shall have the first name of the employee and will be determined by the various departments. Patches shall be embroidered and have an embroidered outside edge in a complimentary color to the appropriate uniform.</p>		
<p>INVOICING / REPORTS</p>	MANDATORY SCORED	
<p>1.3.41. The successful supplier shall issue both department and summary invoices.</p>		
<p>1.3.41.1. Department invoices shall be delivered to the departments in duplicate with garment pick-up/delivery. They shall have the department name, applicable PO number, employee name, number of uniforms furnished, number of uniforms cleaned or repaired.</p>		
<p>1.3.41.2. Summary statements shall be sent to the Accounts Payable department either monthly or bi-weekly. These invoices shall list one line per week, showing the department name, weekly invoice number, account distribution and subtotaled by department. The City intends to pay monthly using the statements.</p>		
<p>1.3.41.3. Service shall not be suspended for late payment without the written acknowledgment of the Accounts Payable department.</p>		
<p>1.3.42. Successful supplier shall have the capabilities to provide reports such as total cost summary, garment "turn-in" summary, itemized annual cost, and overall supplier investment.</p>		
<p>1.3.43. Annual reports shall be furnished at the end of each contract period. These reports shall be in a spreadsheet compatible format and submitted to the Finance office during the month following the end of the contract period and include the following:</p>		

1.3.43.1. Total number of uniforms furnished (current inventory listing) and total dollars invoiced by department,		
1.3.43.2. Any outstanding invoices by department along with copies of these invoices,		
1.3.43.3. Total number of damaged/lost/replaced uniforms by department.		
SAMPLES/SUBMISSIONS	MANDATORY SCORED	
1.3.44. Garment samples representative of the ones quoted are recommended for review by the evaluation team. They are to be a true representative of the actual material and garment offered. Each sample shall be properly tagged or labeled with the name of the supplier and the solicitation number. Additional samples may be requested for items not previously submitted.		
1.3.45. Any samples submitted need to have the return information adequately noted when submitted. Samples must be picked up by the submitting suppliers within three weeks after notification by Procurement.		
1.3.46. Suppliers shall submit two (2) color charts or samples that show the color choices for uniform offerings. Each chart must have the submitter's name and info clearly labeled along with a notation of whether or not the chart will need to be returned to the submitter.		
1.3.47. Suppliers shall submit a minimum of two sample patches of each kind representing the standard of quality.		
1.3.48. Suppliers shall submit a sample of the pick-up/delivery tickets clearly labeled with their information.		
1.3.49. Suppliers shall submit a sample of the repair ticket clearly labeled with their information.		
1.3.50. Suppliers shall submit a sample (or mock-up) of a monthly statement for Accounts Payable showing detail AND summary invoicing.		
1.3.51. Suppliers shall submit the criteria for determining when a garment is in need of repair.		
1.3.52. Suppliers shall submit the criteria for determining when a garment needs to be replaced with a new or like-new garment. This shall address normal wear and tear, accidental damage, abuse and any other situations.		
1.3.53. Suppliers shall submit a recommended procedure that allows for employees transferring from one department to another.		
1.3.54. A catalog or callouts (preferred) shall be submitted to provide a pictorial representation of the garments priced.		
MISCELLANEOUS	MANDATORY SCORED	
1.3.55. There shall be no additional charges for the adding or deleting personnel, transferring employee departments, application (sewing) of patches, set-up charges, size changes (see below) or routine replacements.		
1.3.56. Each employee shall be allowed one size change per two years.		
1.3.57. No additional surcharges will be paid. This includes in-service fees, set-up charges, re-sizing fees (provided employee does not change sizes more than once per two years), patch charges (if needed, no more than one per year), preparation charges, environmental fees, fuel/energy fees, waste water disposal surcharge or any other charges not approved by the City management in writing in advance.		

Additional Scored (Additional Scored specifications are not 'required', but will be graded on how well the City's requirements are met)

Item #	Description	Y / N	
MAINTENANCE		ADDITIONAL SCORED	
1.3.58.	Document your inspection process for determining repair needs (size of tear, etc), including turnaround time.		
1.3.59.	Document your inspection process for determining replacement needs.		
SAMPLES/SUBMISSIONS		ADDITIONAL SCORED	
1.3.60.	Suppliers shall also provide the City with examples or detailed explanations of any new or innovative processes that can streamline the use of standard processes (i.e. web submittals). The City will review these methods for possible implementation during the evaluation process.		
MISCELLANEOUS		ADDITIONAL SCORED	
1.3.61.	Suppliers must be able to provide the City with floor mats in various sizes. These mats are to be priced without logo.		
1.3.62.	Additional items that may be of interest to the City either now or in the future may be submitted. Space for these items is included at the end of the pricing section. Should more lines be needed, submit those on a separate sheet and include the total of the additional sheet in the space provided.		

1.4. PACKAGING/SUBMISSION REQUIREMENTS

ADDITIONAL PACKAGING/SUBMISSION REQUIREMENTS CHECKLIST

Hard copies are to be submitted in a sealed package containing an original and four (4) copies for a total of five (5) signed responses. **The following information and/or documents MUST be included with the supplier's response AND be presented in the following order:**

- a. ___ Title/Cover Page of Response section (*supplied*)
- b. ___ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- c. ___ Pricing Sheet (*supplied*)
- d. ___ References Sheet (*supplied*)
- e. ___ Company Registration paperwork – **to be done online***
- f. ___ Pictorial representation for each garment quoted (include with submittal)
- g. ___ Explanation of criteria and process for repair (include with submittal)
- h. ___ Explanation of criteria and process for replacement (include with submittal)
- i. ___ Explanation of procedure for transfer (include with submittal)
- j. ___ Description of fitting procedure and eventual roll-out (include with submittal)
- k. ___ Sample color charts (include with hard copy submittal, electronic optional)
- l. ___ Sample patches (include with hard copy submittal, electronic optional)
- m. ___ Sample pick-up/delivery ticket (include with hard copy submittal, electronic optional)
- n. ___ Sample repair ticket (include with hard copy submittal, electronic optional)
- o. ___ Sample invoice and statement (include with hard copy submittal, electronic optional)

* If a complete and compliant (*both required documents uploaded*) registration has been submitted online previously, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

1.5. EVALUATION CRITERIA

It is imperative the submitted proposal fully address all aspects of the RFP. The proposal response must provide the City's evaluation team with clearly expressed information concerning the supplier's understanding of the City's specific requirements. All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more of the selected suppliers.

The basis of selection will be the best evaluated response suited for this project. Other considerations in addition to price will include, but are not limited to:

- Ability to meet the City's specifications & provide the service
- Experience, reputation and integrity
- Quality of workmanship and products used
- Timeliness of project completion
- Additional costs to the City
- Prior Supplier performance
- References
- Guarantees and warranties
- Value added services and/or options
- Financial solvency
- Review of garments, if requested

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

1.5.1. SELECTION CRITERIA

The following categories will be graded and used for the selection of the successful supplier. Weightings are approximate:

- | | |
|---------------------------------------------------------------|-------------|
| • Fee Schedule | <u>40</u> % |
| • Ability to meet scope of work/quality of goods | <u>30</u> % |
| • Previous experience with the City (in any similar capacity) | <u>15</u> % |
| • Qualifications/Staff Experience/References | <u>15</u> % |
| • Added Value (extra credit) | <u>5</u> % |

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.



REQUESTS FOR PROPOSAL GENERAL PROVISIONS

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

2. SECTION II – COMMUNICATION OF INFORMATION

All information, notices and addenda regarding this RFP 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 before submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

Company Name

- Question

Citation of relevant section of the RFP

All questions regarding specification/technical issues must be in writing to the Project Manager for this RFP (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 on the City's website 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 ONLY exception to this is the submission of written technical questions to the project manager with Procurement copied. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this 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 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 RFP-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 must provide a list of clients for whom similar services, as detailed in this RFP, have been provided during the past 3-4 years. References must be for the organization or person submitting the response. 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 submission response.

3.2. REFERENCES

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

3.3. RFP REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a 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 RFP 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.

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 RFP 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.

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 awarded response. 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 RFP, 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 when requested may be deemed as sufficient reason to reject a submission. If response forms are not provided for all specification detail items, any non-compliance must be clearly marked, detailed and included with the response submittal. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate any disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

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

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

3.3.3. PACKAGING OF SUBMITTAL RESPONSE

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)
RFP # (RFP Number)
(RFP Title)**

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

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
 - **Supplier Affidavit (E-Verify) (available online),**
 - **W-9 (available online),**
 - **Some responses may require an additional notarized Supplier affidavit. (see section 1.4),**
 - *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 RFP RESPONSE

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

Responses 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 DOCUMENTS

Documents prepared by the City must be used for the submission of the RFP Response. Alternate document forms or forms 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 opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its' addendums. Where there appears to be a conflict between the RFP 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. Response submittals which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the response submittal 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 RESPONSE

A Supplier may withdraw his response 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

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

3.3.10. MINIMUM ACCEPTANCE PERIOD

Responses shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt. Suppliers will be asked for an 'expiration date' for their response, when exceptions are appropriate. This does not impact the contract price once awarded.

3.3.11. DISQUALIFICATION OF RESPONSES OR SUPPLIERS

Suppliers may be disqualified from participation in the RFP 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/CANCELLATION/AWARD

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 responses or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the proposal that is in the best interest of the City, regardless of whether it is the lowest submission;
- g) award the proposals received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this RFP 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 response submittals to the City, or any work performed in connection therewith, are the responsibility of the Supplier(s).

3.3.14. RFP OPENING

All RFP responses will be opened on the pre-determined opening date. The response submittal details and related documents will not be reviewed at the opening; they will be turned over to an evaluation committee. No announcements or 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 RFP process. Refer to section 2.1 for details regarding this Status. **Any RFP-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 solicitation 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 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 respondents. 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:

- 3.3.16.1.1. The name (company), address, telephone number and email of the protestor
- 3.3.16.1.2. Signature and printed name of the protestor
- 3.3.16.1.3. Identification of the solicitation and the sections contested
- 3.3.16.1.4. A statement of reason for the protest including copies of relevant supporting documents

3.3.16.1.5. A description of the remedy requested.

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

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

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

3.6. NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

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

3.8. BID BONDS (Bid, Performance, Payment)

For any proposal as required and noted in Section 1 of this 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 the response. Performance and/or Payment bonds must be presented within ten executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) a(10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies nd 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 RFP-specific information noted in Section I or in the Specifications & Response Section (if applicable) 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 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 City is exempt from sales tax under Georgia law. The successful Supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request. No purchase made by an entity or supplier is qualified to be exempt other than those made directly by the City.

4.5. PAYMENT

Payment will be made for deliverables satisfactorily executed and accepted by the City; standard terms are net 30.

4.6. ESTIMATED QUANTITIES

Any quantities of items specified in the 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 Schedule & Summary 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.

The Supplier also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least thirty (30) days prior to the effective date of the contract termination.

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 be responsible for 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 RFP-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. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The 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*).

5.2.4. Deductibles and Self-Insured Retention

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

5.2.5. Acceptability of Insurer

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

5.2.6. Verification of Coverage

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.

5.2.7. 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 in response to this request 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
REQUEST FOR PROPOSAL**

**SPECIFICATIONS AND
RESPONSE SUBMITTAL**

RFP #19-003

For

UNIFORM PROGRAM

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:
Thursday, October 18, 2018 at 2:00 P.M.**



**SPECIFICATIONS & RESPONSE
19-003
UNIFORM PROGRAM**

8. UNIFORM REQUIREMENTS -OVERVIEW

Garments provided are to be made of high quality and durable materials, made with highest quality of workmanship and designed for maximum comfort. Standard, light duty uniforms will not satisfy this requirement. All items and garments quoted must show the stock or item number, the rental price (weekly cleaning) and the purchase price. The purchase price shall be the cost for new unused garments (with applicable patches, etc). Only the approximate number of employees needing uniforms has been established at this time; exact quantities of each item are in the process of being confirmed. The primary departments are Public Works and Central Services. If you have suggestions that may meet the City’s need better than those listed below, list them on the exceptions page in addition to those listed.

The City shall require samples of the garments being proposed. These samples will be for the exact material, quality, workmanship, style and color of the garments proposed to be furnished. If not supplied with the response, they must be delivered within four (4) business days from the date of the request from Procurement.

Item #	Description	stock/item#	\$Rent	\$Buy
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Item #	Description	stock/item#	\$Rent	\$Buy
8.1. WORK SHIRT - STANDARD				
8.1.1.	Breathable fabric 65/35 blend with a minimum of 10% stretch in fabric Buttons only (top button may be snap if necessary) Long sleeve Note: Each shirt to have two patches – 1) City logo and department name; and 2) employee first name.			
8.1.2.	Shirt described above in short sleeve			
8.1.3.	Percent variance for big/tall sizes (3XL & up). Tall garments are to be classified as standard; size shall determine outsizes)			
8.2. WORK SHIRT - COTTON				
8.2.1.	100% cotton, button down Buttons only (top button may be snap if necessary) Note: To have City/Department patch and name patch (first name, last initial).			
8.2.2.	Shirt described above in short sleeve			
8.2.3.	Percent variance for big/tall sizes (3XL & up). Tall garments are to be classified as standard; size shall determine outsizes)			
8.3. WORK SHIRT - HI-VIS				
8.3.1.	Breathable fabric 65/35 blend with a minimum of 10% stretch in fabric, Each garment must have a 2½” hi-visibility yellow strip with Industrial Laundry silver striping sewn down the center Buttons only (top button may be snap if necessary) Long sleeve. Note: To have patches with City and department name			
8.3.2.	Shirt described above in short sleeve			

<p>8.3.3. Percent variance for big/tall sizes (3XL & up). Tall garments are to be classified as standard; size shall determine outsizes)</p>			
<p>8.4. SHIRT - EXECUTIVE</p>			
<p>8.4.1. Oxford cloth button-down Button-down collar Long sleeve May be either solid color or blue stripe Note: To have City/Department patch and name patch (first name, last initial).</p>			
<p>8.4.2. Shirt described above in short sleeve</p>			
<p>8.4.3. Percent variance for big/tall sizes (3XL & up). Tall garments are to be classified as standard; size shall determine outsizes)</p>			
<p>8.5. SHIRT - POLO</p>			
<p>8.5.1. Cotton or blend, short-sleeve banded ends, stain release when washed no-curl collar which lays flat wrinkle resistant, non-fade, sturdy reinforced shoulders, Machine Washable. Weave negotiable, waffle-weave, cotton pique or other no-iron comfortable fabric acceptable Note: To be direct <u>embroidered</u> with City or have embroidered emblem (note price differences)</p>			
<p>8.6. SHIRT – T-SHIRT</p>			
<p>8.6.1. 100% cotton crew neck T-shirt (one-color) Short sleeve Left breast pocket Silk-screen logo on pocket. Screen printing on back will vary by department.</p>			
<p>8.7. WORK PANTS – CARGO PANT</p>			
<p>8.7.1. Breathable fabric 65/35 poly/cotton blend with a minimum of 10% stretch in fabric Must be double needle stitched around pockets for durability Pant bellows on cargo pockets must be in the back to improve safety Velcro pocket closures will not be accepted Closure snaps must be covered with flap rather than exposed Mitered edges on pockets Pockets must be 10 inches or longer Loose Fit Backrise (seat area) must at least 11 inches</p>			
<p>8.7.2. Percent variance for outsizes (3XL & up; 48" waist & up; inseam over 36"). Tall garments are to be classified as standard; size shall determine outsizes)</p>			
<p>8.8. WORK PANTS – FEMALE FIT PANT</p>			
<p>8.8.1. Breathable fabric 65/35 poly/cotton blend with a minimum of 10% stretch in fabric Minimum of two fit options are to be available NO elastic waistband Mid-rise waistline High angle front pockets (horizontal pockets to distinguish between</p>			

female and male pants and reduce pocket flare for female wearers) Standard inseam lengths Boot cut leg			
8.9. WORK PANTS – CARHARTT (OR EQUIVALENT) JEANS			
8.9.1. Designed "Exclusively for rental"; proof will be required 60/40 plied cotton-rich blend Pant leg opening must not be tapered Pant weight must be approximately 8 - 12oz (specify weight) Pant must include double or triple needle seam construction to ensure durability Color options to include Navy and Duck Brown			
8.9.2. Equivalent option for above – specify qualities			
8.9.3. Percent variance for outsizes (<i>3XL & up; 48" waist & up; inseam over 36"</i>). <i>Tall garments are to be classified as standard; size shall determine outsizes</i>)			
8.10. WORK PANTS – CARHARTT (OR EQUIVALENT) CARPENTER JEANS			
8.10.1. Designed "Exclusively for rental"; proof will be required 100% ring spun cotton denim, 8 - 12oz (specify weight) Pant leg opening must be 19" wide No hammer loop (for safety reasons)			
8.10.2. Equivalent option for above – specify qualities			
8.10.3. Percent variance for outsizes (<i>3XL & up; 48" waist & up; inseam over 36"</i>). <i>Tall garments are to be classified as standard; size shall determine outsizes</i>)			
8.11. WORK OVERALLS – HEAVY DUTY COVERALL			
8.11.1. Fade resistant, soil release fabric chest pockets double entry pass-through pockets Specify fabric weight			
8.11.2. Equivalent option for above in 100% cotton – specify qualities			
8.11.3. Percent variance for outsizes (<i>3XL & up; 48" waist & up; inseam over 36"</i>). <i>Tall garments are to be classified as standard; size shall determine outsizes</i>)			
8.12. WORK JACKET - LIGHTWEIGHT			
8.12.1. Lightweight cotton blend jacket side pockets, front zipper. Note: to be embroidered w/logo & department			
8.12.2. Percent variance for outsizes (<i>3XL & up</i>). <i>Tall garments are to be classified as standard; size shall determine outsizes</i>)			
8.13. WORK JACKET - HEAVYWEIGHT			
8.13.1. Durable cotton blend insulated jacket side pockets, front zipper. Note: to be embroidered w/logo & department			
8.13.2. Percent variance for outsizes (<i>3XL & up</i>). <i>Tall garments are to be classified as standard; size shall determine outsizes</i>)			
8.14. WORK JACKET - COMBO			
8.14.1. Durable waterproof jacket shell Fleece lining that can be worn with or without shell			

Hip length Note: to be embroidered emblem w/logo			
8.14.2. Percent variance for outsizes (3XL & up). Tall garments are to be classified as standard; size shall determine outsizes)			
8.15. ENTRANCE & OTHER MATS			
8.15.1. Rubber backing; 3' x 5' (NO logo) <i>note: we currently have about 9 mats with most being approximately 3x5</i>			
8.15.2. Rubber backing; 4' x 6' (NO logo)			
8.15.3. Mat; specify type and size			
8.15.4. Mat; specify type and size			
8.16. SHOP TOWELS			
8.16.1. Initial issue shall be for 500 new, clean shop towels made of 100% cotton, for 250 per week service. Color shall be blue (preferably) or red. Size is approximately 18 by 18.			
8.17. OTHER ALTERNATIVE SOLUTIONS (detail and price)			
8.17.1.			
8.17.2.			
8.17.3.			
8.17.4.			
8.17.5.			
8.17.6.			
8.17.7.			
8.17.8.			
8.17.9.			
8.17.10.			
8.17.11. Summary total of alternative items listed on separate sheet:			

Additional comments/recommendations: _____

The City reserves the right to accept or reject any or all responses and to waive any technicalities and formalities in the solicitation process. The City reserves the right to accept the BEST-EVALUATED SOLICITATION as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

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)



SUPPLIER DISCLOSURES

19-003

All solicitations **MUST** contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any **YES** response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this solicitation response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Company Name

Signature of Authorized official of company

Printed Name

Sworn to and subscribed before me this _____ **day of** _____ **, 20** _____ **.**

Notary Public: _____

County: _____

Commission Expires: _____

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

_____ **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

___ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

___ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

___ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

___ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

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

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

___ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

___ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

___ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

___ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

___ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

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

Specifications Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

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

SOLICITATION RESPONSE SIGNATURE

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

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____ E-MAIL: _____

AUTHORIZED SIGNATURE TITLE

NAME (PRINTED)

TITLE (PRINTED)

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

REFERENCES

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

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)



SUPPLIER REGISTRATION

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

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

TO REGISTER:

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

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

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