



Invitation For Bid

IFB # 21-006

Powder Springs Park Improvements Phase 1

- 1. INTRODUCTION:** The City of Powder Springs is located in southwest Cobb County and is a member of the ten-county Atlanta Regional Commission. The City is located approximately twenty-two miles west of Atlanta and approximately twelve miles southwest of Marietta. Powder Springs encompasses approximately 4580 acres (approximately 7 square miles). The City's 2000 population of 12,481 as reported by the U.S. Census ranks it fifth amongst Cobb County's six municipalities. The 2003 Census Bureau estimate for the City's population shows an increase to 13,760. The City is accessible to the regional transportation routes I-20, I-75 and I-285, and has developable land available at reasonable prices, a factor that continues to attract new residential development to the area and is which the City is using to help target other types of development as well. In the mid to late 20th Century as the cities of Marietta and Atlanta attracted national businesses Powder Springs began to transition from a farming enclave into a bedroom community for these nearby employment centers. As the 21st Century continues to bring development to the Atlanta region, Powder Springs is once again growing.

- 2. GENERAL DESCRIPTION AND SCOPE OF WORK:** The City of Powder Springs will be seeking qualified, experienced, and licensed contractors with demonstrated skills and experience in providing construction services for the grading, pavilion installation, concrete sidewalks, paving, and all other work necessary for the completion of IFB 21-006 on Powder Springs Park Improvements Phase 1. This proposal shall also include all materials, labor, equipment, and miscellaneous related items to complete this project in accordance with the terms of the Invitation for Bid ("IFB"), any resulting contract, and the construction documents/specifications prepared by Croy Engineering, LLC for the City of Powder Springs.

- 3. FAMILIARIZATION WITH SCOPE OF WORK:** Before submitting a proposal, each Respondent shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Respondent shall be responsible for fully understanding the requirements of this IFB and the resulting contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of this IFB and resulting contract requirements. The submission of a Proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment, other than that provided by the resulting contract, for lack of such familiarization.

- 4. PERFORMANCE PERIOD:** The work shall begin within ten (10) days after receiving a Notice to Proceed issued by the City the Contractor and shall be completed within ninety (90) days without unreasonable delay and without suspension of work unless authorized in writing by the City. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Contractor, not as a penalty but as liquidated damages, the cost to the City of maintaining its engineering and program management firm's personnel on the project or to cancel the contract and complete the

work by another contract or otherwise. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of construction services are obtained at quality prices using the latest technology. **The City of Powder Springs will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. Contractors must submit firm fixed pricing.**

- 5. BASIS OF AWARD:** Award of Proposal shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City SPLOST Consultants shall weigh these factors from each Proposer and be the sole judge as to the relative merits of each Proposer.

NOTE: Although pricing will weigh heavily in the award of this contract, Respondents will have to meet lead-time, service, and quality criteria to be considered a “responsible” proposer who is eligible for award. In the event the Respondent wishes to provide items specified above and beyond the stated requirements of this Proposal at “no cost” to the City of Powder Springs, these services should be identified and included in the Proposal response.

- 6. REGULATORY REQUIREMENTS:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those of OSHA and EPA, pertaining to the performance of the work specified herein. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The Contractor shall hold all licenses, permits, and certifications as may be required by federal, state and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the City with the response submission.**

PART 1 - The Contractor shall be required to obtain all necessary permits and meet the applicable federal, state, and/or local laws, ordinances, rules, regulations, and/or requirements for erosion and sedimentation control, as defined in City Codes and Ordinances. In addition, any required permanent stabilization shall be performed if required.

- 7. SAFETY AND PROTECTION:** The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work. The Contractor shall also be responsible for the provision of temporary restroom facilities and other similar related facilities needed for the construction site.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public (residents and neighbors) and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed daily or safely stored. The City

of Powder Springs **is not responsible** for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions, the City's designated representative assigned to this project will be consulted.

- 8. DISPOSAL OF REFUSE:** The Contractor shall be solely responsible for disposing of materials and shall take into account, before proposing, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state, and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Powder Springs, Georgia.
- 9. FEES:** It shall be the sole responsibility of the Contractor(s) to obtain and pay for any and all permits required by federal, state, and/or local laws, rules, ordinances, codes, and/or regulations. It is further agreed that the Contractor shall be responsible for all field engineering and layout work necessary to complete the project.
- 10. WORK REQUIREMENT:** The Contractor agrees to furnish and deliver all the materials authorized by the City and to do and perform all the work and labor for said project. The work and materials shall be in strict and entire conformity with the plans and specifications prepared by Croy Engineering, LLC. The Contractor's warranty period will be for **365 days** after acceptance of the work by the City.

It is understood that the City shall be responsible for handling the agreements with the utility owners for any removal and relocations necessary. The City shall give the utility owners ample notice, of the impending construction, to allow time for engineering and material orders required for any removal and relocations necessary. In addition, the Contractor agrees to clear right-of-way obstructions without expense to the City.

The work shall be done in accordance with all applicable federal, state, and/or local laws, ordinances, rules, and/or regulations, including those of OSHA and the EPA, under and to the entire satisfaction of the City. The decision of the City's designated representative upon any question connected with the execution or fulfillment of the proposed agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Neither the Contractor(s) nor his/her employees and/or subcontractors shall be considered employees of the City of Powder Springs. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor(s). The City shall have the right to inspect such undertakings at any time without prior notification.

All work shall be coordinated with the City's designated representative. Any changes to the established schedule must have prior approval of the City's designated representative. At anytime during the term of the contract, the City of Powder Springs reserves the right to adjust the specifications attached. The City understands that additional work shall be estimated, priced, and approved by the City's designated representative prior to performance. No material changes in the scope, character, complexity, or duration of the project from those required under the agreement shall be allowed without the execution of a written amendment to the contract between the City and Contractor. Unreasonable estimates shall be deemed cause to terminate

the contract. The Contractor will, as a part of the contract, be expected to work closely with the City of Powder Springs in resolving any and all problems resulting during the term of the contract.

The work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City. The City reserves the right to review and approve all subcontracts prepared in connection with the agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with sub-contractor cost estimates for the City's review and written concurrence in advance of their execution. The City reserves the right to approve any proposed subcontractor. Any subcontractor not approved by the City shall not work on the project.

11. WORK COMPLETION: At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use and occupancy.

12. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: Respondents are required to examine carefully the site of the proposed work and the specifications and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the Respondent has made such examination and has judged for and satisfied himself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished.

Respondents shall also familiarize themselves with and shall comply with the requirements of all federal, state, and/or local laws, rules, regulations and/or ordinances which may directly or indirectly affect the work, prosecution of the work, persons engaged in or employed on the work, or the materials or equipment used in the work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

13. QUALIFICATIONS: The Contractor shall be fully equipped, staffed, certified, and licensed for the work performed. Copies of all applicable licenses shall be provided with the Proposal.

- a. Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and that equipment and instrumentation shall be available for the duration of the contract.
- b. All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.
- c. Any employee of the Contractor, who in the opinion of City is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract upon the City's request.

14. REQUESTED CONTENT: All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). This statement shall be submitted with Proposal.

- a. Name of Respondent.
- b. Permanent Main Office Address, Email Address, and Pertinent Phone Numbers.
- c. How long (years) has your firm been in the construction business under your present name; also state names and dates of previous firm names, if any? Where Organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this Proposal document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warranty of any project?
- g. If yes, for how long?
- h. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
- i. General character of work performed by your company.
- j. Have you ever failed to complete any work awarded to you? If so, where and why?
- k. Have you ever defaulted on a contract? If so, where and why?
- l. Have you ever failed to complete a project in the time allotment according to the Contract Documents? If so, where and why?
- m. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- n. List your major equipment available for this contract.
- o. List any subcontractors whom you would expect to use for the contract.
- p. With what banks do you do business? Do you grant the City permission to contact this/these institutions? Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days or the proposal will be rejected. Certified Audited Statement is preferred. Internal statements may be attached only if independent statements were not prepared.

15. REFERENCES: The Contractor must provide at the time of proposal opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specifications within the metro Atlanta area.

16. ADDITIONAL INFORMATION: Please provide any additional information the respondent believes to be relevant to the selection efforts of the City of Powder Springs.



Instructions to Respondents

These instructions shall bind Respondents to the terms and conditions herein set forth, except as specifically qualified in special Proposal and contract terms issued with any individual request. Respondents are required to carefully read and follow the procedures outlined in this Proposal. Through the submittal of the Proposal, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the IFB, unless exceptions are expressly made in writing.

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION: for purposes of this solicitation, the following definitions shall apply:

City: The City of Powder Springs, Georgia

Contract: The legal agreement executed between the City and the Contractor.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded the contract by the City.

Mayor: The executing authority for the City, who upon authorization, may sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Respondent: An individual, partnership, corporation, or entity who submits a proposal in response to this IFB.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a Proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Respondent fails to provide recommended information, the City may, at its sole option, ask the Respondent to provide the information or evaluate the Proposal without the information.

2. PRE-PROPOSAL MEETING: There will be a pre-proposal meeting at the City of Powder Springs City Hall, 4484 Marietta Street, Powder Springs, Georgia, 30127. The meeting will start at **10:00am EST, Wednesday September 22, 2021.**

3. OPENING LOCATION, DATE, AND TIME: This Proposal shall be opened at **10:00 a.m. EST, Friday October 15, 2021** at the City of Powder Springs City Hall, 4484 Marietta Street, Powder Springs, Georgia, 30127. All proposals must be submitted for consideration **prior to 10:00 a.m. Friday October 15, 2021.** Through the submission of this Proposal, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the solicitation, unless exceptions are expressly made in writing.

4. INQUIRIES: Each Respondent shall examine all Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Proposal shall be made in writing to Chad Kastner of Croy Engineering, L.L.C., 200 North Cobb Parkway, Building 400, Suite 413, Marietta, Georgia, 30062 at (770) 971-5407. **Such request shall be in writing and shall be made on or before 5:00 p.m.**

Friday October 8, 2021. Request must be received by Chad Kastner of Croy Engineering on or before 5:00 p.m. on Friday October 8, 2021. The City of Powder Springs shall not be liable for oral interpretations given by any City of Powder Springs employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. From the time of release of the solicitation until an award is made, Respondents shall not communicate with anyone from the City of Powder Springs except as specifically provided within this document.

- 5. CLARIFICATIONS AND ADDENDA:** If any addenda are issued to this IFB, the City of Powder Springs shall post said addenda on the website, however, it shall be the responsibility of each Respondent prior to submitting their Proposal to review the website or contact the Program Manager to determine if any addenda were issued and to make sure such addendum is a part of their Proposal. No amendments or addenda shall be issued within a **seventy-two (72) hour period** prior to the advertised time for the opening of Proposals. **Each Respondent shall acknowledge in its Proposal all addenda received by affixing an authorized signature on the addendum and such addendum shall be submitted with the Proposal or the Proposal shall be deemed “Non-Compliant” and rejected.**

Any questions from Respondents relative to the IFB or any specifications shall be made in writing to ckastner@croyengineering.com at least on or before **5:00 p.m. Friday October 8, 2021** otherwise they shall not be considered.

- 5. DRAWINGS AND SPECIFICATIONS:** All drawings and specifications for the work are the sole property of the City and intended solely for use in the work contemplated in such drawings and specifications. If there are any discrepancies in, or omissions from, the drawings or specifications, or if the Respondent is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from Chad Kastner of Croy Engineering, L.L.C., 200 North Cobb Parkway, Building 400, Suite 413, Marietta, Georgia, 30062 at (770) 971-5407. Such request shall be in writing and shall be made at least on or before **5:00 p.m. Friday October 8, 2021.** The City of Powder Springs shall not be liable for oral interpretations given by any City of Powder Springs employee, representative, or others. Interpretations in response to inquiries for any clarifications or corrections issued in the form of addendum shall be posted on the website for each Respondent to see. If the Respondent fails to request clarification regarding methods of performing work or the material required, their Proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Any questions from Respondents relative to the IFB or any attached specifications shall be made in writing at least on or before **5:00 p.m. Friday October 8, 2021**, otherwise they cannot be properly considered. All drawings and specifications can be obtained from the website for free. **Companies who download the bid documents from the city website must notify Croy Engineering that they have downloaded the documents in order to create a bidders list.**

- 6. PREPARATION OF PROPOSAL:** All Proposals shall be on the forms provided in this IFB package. It is permissible to copy these forms as required. Facsimiles or electronic mail Proposals shall not be considered.
- A. The Price Page, Unit Price Page, Non-Collusion Affidavit, Proposal Bond, Immigration Affidavit, and any solicitation amendments/addenda must be signed and/or initialed and placed in a separate folder to be included with the Proposal.

- B. All required documentation shall be signed by a person authorized to submit an offer. An authorized signature on the Price Page, Proposal Addenda, or cover letter accompanying the Proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Respondent shall submit any additional requested documentation, signifying its intent to be bound by the terms of the IFB and resulting contract.
- C. The authorized person signing the Proposal shall initial erasure, interlineations, or other modifications on the Proposal.
- D. In case of error in the extension of prices in the Proposal, unit price shall govern when applicable.
- E. Periods of time, stated as a number of days, shall be in calendar days.
- F. It is the responsibility of all Respondents to examine the entire Invitation for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting, or providing any response to this solicitation. All expenses for making Proposals to the City of Powder Springs are to be borne by the Respondent.
- I. Respondents must list, for review and approval by the City, any subcontractors to be utilized in the performance of the Services specified herein. For each subcontractor, details on respective qualifications must be included. The Contractor shall not make any substitution for any subcontractor listed in the Proposal and approved by the City unless the City determines that there is good cause for doing so. The City shall have the right to remove any subcontractor for cause.

7. PROPOSAL FORMAT: No responsibility will attach to any City representative or employee for premature opening of Proposals not properly addressed or identified. An original and one (1) copy of this Proposal (2 total) **initialed** (see bottom of each page), along with other required documents, in one (1) package and the original Price Pages, Non- Collusion Affidavit, Immigration Affidavit, and Proposal Bond shall be submitted in another package with both packages combined into one (1) sealed package, clearly marked and titled on the outside as follows:

**Invitation for Bid
Powder Springs Park Improvements Phase 1
IFB # 21-006**

And addressed to:
**City of Powder Springs
P.O. Box 46
4484 Marietta Street
Powder Springs, Georgia 30127
Attn: SPLOST Program Manager**

8. PRICING INSTRUCTIONS: The Respondent shall list the entire costs associated with performing the services required on the individualized item-pricing sheet. The total combined cost shall be included as the total cost figure. The Respondent/contractor shall thoroughly fill out the attached total cost Proposal pricing sheet, along with the individualized pricing sheet

(Unit Price Proposal), or will be deemed “unresponsive.” The pricing sheets, along with the Non-Collusion Affidavit, Immigration Affidavit, and Proposal Bond, shall be in a separate folder from the other documents required in the submitted Proposal package. It shall be the sole responsibility of the Respondent/Contractor(s) to review all drawings and specifications prepared by Croy Engineering, LLC, and visit the sites of the work and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the Contractor, after Proposing, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

9. EXCEPTIONS TO CONTRACT PROVISIONS: A response to this IFB is an offer to contract with the City based upon the provisions contained in the City’s IFB, including but not limited to, the specifications, scope of work, stated terms and conditions, and any subsequently agreed upon terms. Respondents who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the IFB cannot be modified without the express

10. EXCEPTIONS, VARIANCES, AND ALTERNATES: Respondents shall indicate any and all variances, exceptions, and alternates from the City of Powder Spring’s requested specifications, terms, and conditions on a separate sheet entitled and clearly marked “Exceptions, Variances and Alternates.” Providing there have been no variances, exceptions, and alternates attached to said Proposal, it shall be assumed that the Respondent is meeting all requirements of the specifications. Alternate Proposals may be considered at the sole discretion of the City of Powder Springs. If one Respondent offers an acceptable alternate, it could be re-quoted using the alternate specifications.

11. DISCLOSURE, CONFIDENTIALITY, AND PUBLIC INFORMATION: Ownership rights of the City of Powder Springs to all response submissions and contents of all documents submitted may be subject to the Freedom of Information and Protection of Privacy Act and Regulations. Documents will not be disclosed unless a request is filed under the Freedom of Information or Protection of Privacy legislation and regulations. Subject to applicable law, any information that is “sensitive” to competitors or shows an extreme hardship shall be labeled as “Proprietary” and will not be disclosed to any third party, particularly a competitive Respondent.

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in the City’s records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by the Contractor, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

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of the Purchasing Manager or his designee.

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The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in the City's records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by the Contractor, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

15. COLLUSION: All Proposals must contain a "Certificate of Non-Collusion" which must be signed by an authorized representative of the Respondent. This certificate is included with the Proposal package. Such person shall include his/her title, and if requested, shall supply verification of authority to bind the company in contract. Failure to sign and submit the certificate with the Proposal will result in rejection of the Proposal.

16. DELIVERY REQUIREMENTS: It shall be the sole responsibility of the Respondent to have its Proposal delivered to the City of Powder Springs City Hall Receptionist for receipt on or before the above stated time and date for Proposal opening. The official time clock for dictating timely receipt of Proposals and for Proposal opening time shall be located at the City Hall Receptionist desk. All Proposals shall be electronically stamped with the time, date, and acceptor's initials at the Receptionist's desk. If the Proposal is sent by the U.S. Postal Service, the Respondent shall be responsible for its timely delivery to the Receptionist. Proposals received after the date and/or time deadlines specified in the IFB will be returned unopened, upon request, and expense borne by the Respondent, with a cover letter from the Purchasing Manager explaining why the Proposal is being returned.

17. LEGAL NAME: Proposals shall clearly indicate the legal name of the firm, address, telephone, and email address of the respective Respondent (company, firm, partnership,

individual, etc.) via a cover letter. The principal and duly authorized officer of the firm who has the authority to bind the Respondent to the submitted Proposal shall sign/initial the Proposals and cover letter in order to legally validate the intent of the Respondent. Failure to provide this shall result in a “Non-Compliant” status and result in the rejection of such Proposal.

18. IRREVOCABLE OFFER, MODIFICATIONS, AND ERRORS: Any Proposal may be withdrawn up until the date and time dictated for the opening of the Proposal. Any Proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the City of Powder Springs for the goods and/or services set forth in the attached specifications until one or more of the Proposals have been duly accepted by the City of Powder Springs.

Proposal modifications shall be accepted from a Respondent only if received prior to the scheduled Proposal opening, in writing, properly signed (see Section 9 of Instructions to Respondents) by the authorized representative of the Respondent’s company, firm, partnership, or individual. Telephone corrections are not acceptable. Proposal modifications shall be submitted and clearly marked “**PROPOSAL MODIFICATIONS.**”

19. DISCUSSIONS AND NEGOTIATIONS: The City reserves the right to conduct discussions with Respondents for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements. However, the City shall not be required under any circumstances to conduct such discussions.

The City reserves the right to reduce the scope of the IFB by negotiating with the most qualified, responsive, and responsible Respondent in the event that the Proposals received exceeds the budgeted funds. This method will be followed until terms are reached or all Proposals are rejected.

20. NOTICE OF ACCEPTANCE: The City shall notify the successful Respondent of the City’s acceptance of the Proposal by a Notice of Intent to Award, depositing an executed copy thereof in the U.S. Mail. The successful Respondent shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract. Unsuccessful Respondents shall be notified by U.S. Mail.

The Contractor shall not commence any billable work or provide any material or service under the contract until Contractor is directed to do so, in writing, by the City.

21. PROPOSAL RESULTS: The name(s) of the successful Respondent(s) will be posted on the Purchasing Department’s Internet site at www.cityofpowdersprings.org/Proposals.asp upon issuance of a Notice of Intent to Award or upon final contract execution at the City’s discretion.

22. CONTRACTOR RESPONSIBILITIES: Contractor to self-perform at least 50 percent of the work.



Terms and Conditions

- 1. RESERVED RIGHTS:** The City reserves the right to accept or reject any or all Proposals, to waive irregularities, informalities, and technicalities, award the contract in the best interest of the City of Powder Springs or to request re-Proposal. The City reserves the right to accept all or any part of the Proposal and to increase or decrease quantities or the scope of work to meet additional or reduced requirements of the City. ***In no way will the City of Powder Springs be obligated to award contracts based solely on price or low Proposal.***

The Proposal of the most responsible and responsive Respondent shall be accepted, unless all Proposals are rejected. The most responsive Respondent shall mean the Respondent who makes the best Proposal to deliver Services of a quality which conforms closest to the quality of Services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the IFB. To be a responsible Respondent, the Respondent shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the Services required, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that shall assure good faith performance. The City reserves the right to make such investigations, as it deems necessary, to determine the ability of any Respondent to deliver the goods or service submitted. The City reserves all its rights and remedies at law. If a dispute does need legal resolution, it shall be held and decided solely pursuant to the laws of the State of Georgia and within a court of competent jurisdiction in Cobb County, Georgia.

The Respondent shall provide information to the City, when deemed necessary, to make a determination under this IFB or any resulting contract. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel; and past performance records.

- 2. DISQUALIFICATION OF PROPOSAL:** The City reserves the right to disqualify responses that are incomplete, deceptive, frivolous, not signed, not initialed, and conditional or which do not comply with the requirements of this IFB. Responses that contain arithmetical errors, or do not comply with mandatory formats, or contain irregularities may also be rejected.
- 3. CONTRACT FORMS AND AMENDMENTS:** Any agreement, contract, notices, or purchase order resulting from the acceptance of a Proposal shall be on forms provided or approved by the City. Any erasures, delineations, or alterations are to be clear and initialed by the person signing.

The contract shall be modified only by a written contract amendment or other agreed upon written instrument properly executed by both parties. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to terminate any resulting contract with or without cause and obtain like goods and/or services from another source.

- 4. TERMINATION OF CONTRACT:** The City shall exercise its right to early termination resulting from cancellation of funds, a change of priorities, or cancellation of a program with no right to appeal available to the Contractor. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or

non-performance. The contract may be terminated at any time by the City without cause upon five (5) days written notice thereof.

Further, the contract may be terminated for cause, upon five (5) days written notice to the other, by either the City or the Contractor for a failure of the other to both (a) perform substantially in accordance with the terms and conditions of the contract and (b) to initiate cure of such failure within five (5) days after being made aware of such failure by such notice. In addition to termination of the contract, if after the five (5) days specified herein, the Contractor has failed to initiate a cure, the City may, at its option, make good such failures and deduct the cost thereof from the payment then or thereafter due to the Contractor. If the expense of correcting the failure is greater than the unpaid balance then or thereafter owing to the Contractor, if any, the Contractor shall also pay the difference thereof to the City.

5. **CONTRACT DECISIONS:** Respondent acknowledges and agrees that due to the scheduling of City mayor and council meetings, that immediate execution of a written amendment not be possible and that execution of said amendment may be delayed until the next regularly scheduled meeting of the mayor and council.
6. **SUPERVENING CAUSES (FORCE MAJEURE/VIS MAJOR):**
 - a. Neither the Contractor nor the City shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
 - b. Upon the occurrence of a force majeure event, the non-performing party shall immediately notify the other party and the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommend performance or observance to the greatest extent possible without delay.
 - c. Notwithstanding any other provision of this Section, a force majeure event shall obligate and require Contractor to commence and successfully implement all of the services relating to disaster recovery set forth in Contractor's disaster recovery plan and within the time period delineated in such plan.
 - d. If a force majeure event causes a material failure or delay in the performance of any services for more than five (5) consecutive days, the City's procurement officer may, at its option, and in addition to any other rights the City may have, procure such services from an alternate source until Contractor is again able to provide such services, and Contractor shall be liable for all payments made and costs incurred by City's procurement officer required to obtain the services from an alternate source during such period.
 - e. If a force majeure event causes a material failure or delay in the performance of any services for more than thirty (30) consecutive days, City's procurement officer may, at its option, and in addition to any other rights, immediately terminate this Contract.
7. **CODE OF ETHICS:** With respect to this Proposal, if any Respondent violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such

Respondent may be disqualified from furnishing the goods and/or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals to provide goods and/or services to the City.

If, in the City's sole opinion and based upon reasonable grounds, the City determines that the Respondent is interested in more than one Proposal for the same item/project, said determination will be considered sufficient cause for rejection of all Proposals in which the Respondent is interested. Submission of a Proposal when the Respondent intends to sublet the contract may also, at the City's discretion, be cause for rejection of the Proposal or cancellation of the contract.

The City may, by written notice to the Contractor or Respondent, terminate the contract or reject the Proposal if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Respondent or Contractor or any agent or representative of the Respondent or Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the IFB or the contract. In the event the contract is terminated by the City or a Proposal rejected pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Respondent or Contractor the amount of the gratuity.

- 8. ADVERTISING:** Contractor shall not advertise or publish information concerning the contract without prior written consent of the City Manager.
- 9. QUANTITIES:** Quantities listed in the specifications are based on individual anticipated purchases. The City of Powder Springs reserves the right to reduce the scope of the Proposal in the event that the Proposals received exceed the budgeted funds by negotiating with the most qualified, responsive, and responsible Respondent. This method will be followed until terms are reached or all Proposals are rejected.
- 10. REGULATIONS, CODES, AND STANDARDS:** Respondents shall be authorized to transact business in the State of Georgia. The Respondents must assure compliance with and if selected as Contractor, comply with any and all applicable federal, state, and/or local laws, rules, regulations, codes and/or standards including, but not limited to, OSHA, EPA, LIFESAFETY, ANSI, ASTM, UA, and/or other requirements that apply to the goods and/or services to be provided.
- 11. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Powder Springs, Georgia in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it shall affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit Proposals in response to this IFB and shall not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.
- 12. NON-DISCRIMINATION CLAUSE:** In connection with the performance of work under the awarded contract, the Respondent agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry, or national origin. The Respondent shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, religion, ancestry, or national origin. Such action shall include, but not be limited to the following: lay-off or termination, rates of pay

or other compensation and selection for training, including apprenticeship.

In event of the Respondent's non-compliance with this non-discrimination clause, the contract may be cancelled or terminated by the City of Powder Springs. The Respondent may be declared, by the City of Powder Springs, ineligible for further contracts with the City of Powder Springs until satisfactory proof of intent to comply shall be made by the Respondent. The Respondent agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

13. REGISTRATION WITH A FEDERAL WORK AUTHORIZATION PROGRAM:

The terms and provisions of O.C.G.A. Section 13-10-91, Senate Bill 447, and the rules of the Georgia Department of Labor set forth at 300-10-1-.01 through 300-10-1-.09 regarding registration and participation with a federal work authorization program shall be applicable to the Contractor and any subcontractor. Before a proposal for any such service is considered by a public employer, the proposal shall include a signed, notarized affidavit from the contractor attesting to the following: (a) The affiant has registered with and is authorized to use the federal work authorization program; (b) The user identification number and date of authorization for the affiant; and (c) The affiant is using and will continue to use the federal work authorization program throughout the contract period. Contractor/Subcontractor affidavits are located at the end of this document. Submitters must provide completed affidavit (s) attesting to the above criteria to have a proposal considered by the City. **Failure to provide the affidavit (s) automatically disqualifies the proposal. All Respondents shall comply with the Georgia Security and Immigration Compliance Act which also includes any subcontractors participating in this project.**

14. DRUG FREE WORKPLACE ACT: The Contractor/Subcontractor shall certify that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the "Drug Free Workplace Act" have been complied with in full.

15. INDEMNIFICATION: The Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work/the Services hereunder by Contractor or its employees, agents, servants, associates, or subcontractors however such injuries or death or damage to property may be caused.

Contractor shall also indemnify, defend and hold harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' and other professional fees, arising out of any breach by Contractor of any representation, warranty, covenant, duty or obligation.

City shall not be liable to the Contractor or any subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from City's performance or non-performance of City's obligations under the contract, or from

City's termination or suspension of services under the contract, or for any other reason.

16. LIMITATIONS OF LIABILITY: The City shall not be liable in contract or in tort (including negligence) to Contractor, subcontractors, or suppliers of Contractor, regardless of tier, for incidental or consequential damages arising out of or resulting from City's performance or nonperformance of its obligation under this IFB or the contract, or from City's termination or suspension of the services under the contract or the IFB.

17. W-9 FORMS: The Contractor and any person or entity seeking payment under the contract from the City shall file a W-9 form with the City before payment is issued.

18. INSURANCE REQUIREMENTS: The Contractor shall not commence work under the contract until it has obtained all the insurance required under this section and such insurance has been reviewed and approved by the City nor shall the Contractor allow any subcontractor, of any tier, to commence work on a subcontract until the applicable insurance has been obtained, reviewed and approved by the City.

A. Statutory Workers' Compensation Insurance. The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. (**NOTE:** A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B-Employer's minimum liability limits of:

- Employers Liability:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$500,000 each employee

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all subcontractors, of any tier, performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage. If a subcontractor fails to obtain adequate Worker's Compensation Insurance for the period set forth in the contract, an amount determined by the City sufficient to cover such liability will be deducted from the first payment to the Contractor, or, at the City's option, Contractor, and/or subcontractor may be terminated from the project.

B. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractor's and Contractual Liability (specifically covering the indemnity) and have the minimum limits of liability listed below. The Commercial General Liability policy shall also include contractual liability coverage. The Commercial General Liability policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer.

The Commercial General Liability policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

- \$1,000,000 per Person
- \$1,000,000 per Occurrence
- \$1,000,000 per General Aggregate
- \$1,000,000 per Products/Completed Operations and Aggregate

C. Auto Liability Insurance. The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned, or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- Additional Insured Endorsement
- Contractual Liability

D. Umbrella Liability Insurance. Combined single Limit of Bodily Injury and Property Damage Liability. This policy shall be written on an Umbrella basis and shall follow the form of coverages as described in the policies above, except Worker's Compensation policy.

- \$1,000,000 per Occurrence
- \$1,000,000 per Annual Aggregate

E. Professional Liability Insurance. For professional services the Contractor shall procure and maintain a Professional Liability Insurance (Errors and Omissions) Policy with liability limits of not less than \$2,000,000 (project/contract specific for the City) per aggregate, \$1,000,000 per claim, and a maximum deductible of \$50,000.

F. The City (and any applicable Authority) must be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies and a copy of said certificates must be provided to the City's designated representative prior to commencement of the work. Certificate Holder must read:

**The City of Powder Springs, Georgia
4484 Marietta St.
Powder Springs, GA 30127**

G. Required Bonds

The following bonds will be required by the City:

1. A **Proposal bond** satisfactory and payable to the City of Powder Springs in the amount equal to 5% of the Proposal price must be submitted with the Proposal. The Proposal bond shall be executed by a surety company, licensed to do business in the

State of Georgia listed in the Department of the Treasury Circular 570, latest revision. **The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or otherwise acceptable to the City.** No company, regardless of the size or financial rating, will be allowed to write its own bond. SUBSTITUTION OF CASHIER'S CHECK, CERTIFIED CHECK, OR CASH DEPOSIT (OR SUBSTITUTION OF IRREVOCABLE LETTER OF CREDIT FOR PROPOSAL BOND AMOUNTS UP TO \$750,000) MAY, AT THE CITY'S SOLE DISCRETION, BE ACCEPTED.

2. Upon contract awarding, a **Performance Bond and a Labor and Materials Payment Bond** satisfactory to the City each in the amount of 100% of the contract price will be required of contractor to guarantee delivery of the completed work and Services under the contract and payment for labor and materials. No company, regardless of size or financial rating, will be allowed to write its own bonds. **The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or be otherwise acceptable to City.** The Bonds must be delivered to the City prior to City's execution of the Contract and must be accompanied by a letter stating the bonding company's current rating. In the event that the bonds are not timely presented or if the City deems the bonds unsatisfactory, the contract may be terminated or, at its option, City may require contractor to present acceptable bonds. Substitution of an irrevocable letter of credit by a bank or savings and loan association for a performance bond up to and including \$750,000 may, at City's sole discretion, be acceptable.
 3. The Proposal Bond, the Performance, and Labor and Material Payment Bonds must be accompanied by a Certificate of Power of Attorney showing that the party who executed the bonds is authorized to do so by the surety company.
- H. The certificates evidencing the aforementioned listed required coverages shall provide that such coverages not be cancelled or reduced except by written notice to the contractor and City at least thirty (30) days prior to the effective date of such cancellation or material reduction in coverage.
- I. Any insurer providing coverage hereunder, except a Worker' Compensation carrier, must have an A.M. Best rating of no less than A- or be otherwise acceptable to City. Certain Workers' Compensation funds may be acceptable by the approval of the City Manager. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of no less than A- or be otherwise acceptable to the City.
- J. Any selected insurance company shall be licensed to do business by the Georgia Department of Insurance, unless otherwise accepted herein.
- K. Certificates of Insurance, and any subsequent renewals, must reference the specific Proposal/contract by project name and project/Proposal/contract number or have other identification acceptable to the City.

- L. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
- M. Contractor shall incorporate/require incorporation of a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor, of any tier, and shall require each and every subcontractor to comply with all such requirements. Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by contractor at Contractor's expense or such subcontractor shall be terminated at contractor's option.
- N. Neither the Contractor nor any subcontractor shall commence any work of any kind until all insurance requirements contained in this form have been complied with and until evidence of such compliance satisfactory to the City's designated representative as to form and content has been filed with the City designated representative. **The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made herein to a Certificate of Insurance or an approved substitute.** The Contractor shall provide to the City certified copies of the current policies required hereunder upon the City's request.
- O. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, the Mayor, its officers, officials, employees, and volunteers from losses arising from the work performed by the Contractor for the City.
- P. The Contractor shall, upon request, make available to the City, through its records or records of its insurer, information regarding specific claims. Any loss run information available from the contractor or its insurer will be made available to the City upon City's request.
- Q. Compliance by the Contractor and all subcontractors, with the foregoing requirements
- R. to carrying insurance, shall not relieve the Contractor and all subcontractors of responsibility and liability related to the liability provisions of the contract.
- S. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- T. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.

City will, within **ten (10)** days after receipt of each duly certified and approved application for payment, either indicate in writing its approval of payment or return the application to Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the application, and City will, within **thirty (30)** days of presentation to it of an approved application for payment, pay Contractor the amount so approved.

PROPOSAL FORM

DATE: _____

Gentlemen:

1. BASE PROPOSAL:

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Powder Springs Park Improvements Phase 1

BID NUMBER: 21-006

including Addenda (if any) _____, the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work within the **sixty (60)** day timeframe stated and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by the City and to do all the work required to complete said work in accordance with the specifications for the following total sum (**Please download and include Unit Price Sheet**):

Total Base Bid \$ _____

2. TIME OF COMPLETION:

Respondent hereby agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the City (Notice to Proceed), and shall be finally completed within **ninety (90)** days of the specified date.

- 3. The Undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening of Proposals but will remain open for acceptance for a period of ninety (90) days following such time.
- 4. The Undersigned agrees that upon receipt of the notice of acceptance of his Proposal (Notice of Proceed), it will, within ten (10) days from the Notice of Proceed, execute a formal contract and will deliver evidence of insurance, all required bonds, and all other documentation as required by the specifications, the IFB and the contract and any other applicable document.

5. PROPOSAL SECURITY:

Proposal security in the amount of five percent (5%) of the base Proposal price is attached in the amount of _____ Dollars (\$_____), which is to become the property of the City of Powder Springs in the event the contract and all required bonds are not executed within the time set forth, for the delay and additional cost caused the City.

The Undersigned agrees that upon receipt of the notice of acceptance of his Proposal (Notice of Award), he will, within ten (10) days from the Notice of Award, execute the formal contract and will deliver a surety bond for the faithful performance of the Contract and such other bonds and insurance as required by the specifications.

The Undersigned further agrees that if he fails or neglects to appear within the specified time to execute the contract of which this Proposal, the Proposal documents and the contract documents are a part, the Undersigned will be considered as having abandoned the contract, and the Proposal security bond accompanying this Proposal will be forfeited to the City by reason of such failure on the part of the Undersigned.

6. If awarded a contract, the Undersigned's surety will be _____

Respectfully submitted,

Signature of Individual: _____

Print name of Individual: _____

Doing Business as/for: _____

Email Address: _____

Business Address: _____

Phone Numbers (Office, Fax, Mobile) _____

NON-COLLUSION AFFIDAVIT OF
PROPOSER

State of _____)

County of _____)

I, _____, being first duly sworn, depose and say that; he/she is _____ of _____, the Respondent that has submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal; Such Proposal is genuine and is not a collusive or sham Proposal; Neither said Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent, corporation, firm, or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, and/or conference with any other Respondent, corporation, firm, or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Powder Springs or any other person interested in the proposed contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Firm/Company: _____

By: _____ Title: _____

Printed Name: _____ Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

Commission expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Senate Bill 529 is the "Georgia Security and Immigration Compliance Act" of 2006 (Act 457). **Section 2** of SB 529 enacted new work eligibility verification requirements that apply to Georgia's public employers, and the contractors and subcontractors of Georgia's public employers. Under Section 2 of B 529, public employers, their contractors, and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The new requirements became effective on July 1, 2007.

As required under SB 529, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. The Department added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. The new rules designate the "**Employment Eligibility Verification (EEV) / Basic Pilot Program**" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at <https://e-verify.uscis.gov/enroll/>.

View the Department's new rules for [Chapter 300-10-1](#), "Public Employers, Their Contractors, and Subcontractors Required to Verify New Employee Work Eligibility through a Federal Work Authorization Program."

The new rules are effective June 18, 2007.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Pam Conner
City Manager
4484 Marietta Street
Powder Springs, Georgia 30127
Office # (770) 943-8001x354
Fax # (770) 293-0103
Email: PBConner@cityofpowdersprings.org

DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee- number category applicable to your organization:

_____ 500 or more employees

_____ 100 or more employees

_____ Fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this project.

Signed: _____

Printed: _____

Title: _____

Date: _____



**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10- 91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to City of Powder Springs, Georgia, Purchasing & Inventory Control Department with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Powder Springs Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.



Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Powder Springs, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (**Should be all numbers**)

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____ 20____

NOTARY PUBLIC

My Commission Expires:



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **(Please insert name of primary contractor)** on behalf of the City of Powder Springs, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13- 10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (**Should be all numbers**)

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____ .

NOTARY PUBLIC

My Commission Expires:
