



**City of Commerce**

P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Phone: (706) 336-3297  
Fax: (706) 336-3297  
Email: [tommyh@commercega.org](mailto:tommyh@commercega.org)

You are invited to submit a proposal to the City of Commerce, Water Plant Trac-Vac Rehabilitation

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed and marked with the vendor's name and address and labeled: "RFP 16-006" and delivered to:

City of Commerce  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Att: Purchasing Agent

The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the best interest of the city.

Inquiries regarding this Request for Proposal (RFP) should be made to Tommy Heffernan, Purchasing Agent at phone number 706-336-3297, by fax at 706-336-3297, or by email [tommyh@commercega.org](mailto:tommyh@commercega.org).

City of Commerce

REQUEST FOR PROPOSAL  
FOR

Water Plant Trac-Vac Rehabilitation

## REQUEST FOR PROPOSAL OVERVIEW

### 1.0 PURPOSE

City of Commerce intends to award a 75 day contract for the conversion of four (4) Meurer Research Trac-Vac Pneumatic Rail Sludge Collector Systems to Meurer Research Trac-Vac Cable Rail Sludge Collector System

### 1.1 INFORMATION TO VENDORS

#### RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	January 6, 2016
Site visit availability window	January 18-22, 2016 by appointment
Deadline for questions	February 12, 2016 (1 WEEK BEFORE DUE)
Submittal deadline	February 19, 2016 2:00pm, local time prevailing

### 1.2 RFP SUBMISSION:

One (1) original and two (2) copies (See section 1.17) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number 16-006 and title (Filter Console Rehabilitation Project) to:

City of Commerce  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Att: Purchasing Agent

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

### 1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact Tommy Heffernan at 706-336-3297, fax 706-336-3297 (*fax to email*), or [tommy@commercega.org](mailto:tommy@commercega.org) to clarify any part of the RFP requirements. All questions that arise must be submitted prior to five business days before the submittal due date and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other City Employee to discuss the proposal process or proposal opportunities, contact of this nature will result in immediate disqualification of the vendor.

#### 1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at [www.commercega.org](http://www.commercega.org) under the “Doing Business Here” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

*Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner’s requirements*

#### 1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

#### 1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

*Submittals received after said time or at any place other than as stated in the notice will not be considered.*

#### 1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 30 days from the date specified for receipt of submittals.

#### 1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein

named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

#### 1.9 COST INCURRED BY VENDORS

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

#### 1.10 RFP OPENING

RFP submittal prices will be opened publically at the City of Commerce Planning & Utilities Building located at 25 Sycamore St. Dr. Commerce GA 30529 and reviewed by a selected committee thereafter. A list of names of firms responding to the RFP may be obtained from The City of Commerce, after the RFP due date and time stated herein.

#### 1.11 TAXES.

The selected vendor will be provided with the City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

#### 1.12 VENDOR INFORMATION

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of that state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

#### 1.13 INSURANCE

Selected vendor will be required to provide proof of liability and Workman's Compensation Insurance before work can begin on this project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the city. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

#### 1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

#### 1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of "1" above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.

1.16.2 The form must be notarized.

1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

## 1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals please submit the following:

1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any technical requirements (in Excel format).

1.17.2 Three (3) paper versions of the RFP. The original shall be clearly marked “original”.

1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

## 1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

## 1.19 SITE VISITS

Vendors are able to visit the site of the work by appointment only. Site visits are not required.

## 1.20 BONDING

1.20.1 Bids must be accompanied by a bid bond in the amount not less than 5% of the base bid.

1.20.2 A performance bond in the amount equal to 100% of the contract amount will also be required upon contract.

# PROJECT SCOPE

## 2.0 PROJECT SCOPE

2.1 Any contract resulting from this RFP shall not exceed a period of 75 days from the time the notice to proceed is provided until completion of the project unless agreed to in writing by both parties. The sample contract provided with this RFP will be used to engage the vendor selected as a result of this RFP process.

2.2 Under this section of the specification, the existing pneumatic, rail guided units will be modified, as described herein, to be cable driven.

2.3 The sludge collector system modifications shall include rail guided trolley assemblies, electric drive assemblies, drive cables, sensors, cable, pulleys and control system for fully automatic operation. All other miscellaneous accessories and hardware shall be included as required for a complete modification. This equipment shall be provided as an integral package, manufactured by a single manufacturer.

## 3.0 SUBMITTALS

3.1 The Contractor shall provide product data, drawings and calculations as follows:

- 3.1.1 Basin design and layout of equipment indicating all dimensions.
- 3.1.2 Head loss calculation through the sludge collector.
- 3.1.3 List of spare parts which should be purchased and kept on hand.
- 3.1.4 Complete shop drawings of all equipment furnished.
- 3.1.5 Connection locations and attachment details.
- 3.1.6 Manufacturer's literature and cut-sheets for all equipment.
- 3.1.7 Weights for major component and materials of construction.
- 3.1.8 Statement indicating terms of the warranties.
- 3.1.9 Operation & Maintenance Manuals.

#### 4.0 QUALITY ASSURANCE

##### 4.1 Basis of Design

- 4.1.1 Award for this project shall be based on the sludge collection system as shown on the contract drawings and listed in these specifications.
- 4.1.2 Any costs resulting from changes to the structure, piping etc., required for alternate equipment shall be borne by the Contractor.

##### 4.2 Acceptable Manufacturers

- 4.2.1.1 Meurer Research, Inc. of Golden, Colorado

##### 4.2.2 GUARANTEES

- 4.2.2.1 The manufacturer of the sludge collector equipment shall guarantee all components provided by said manufacturer including buy-out items not manufactured by said manufacturer for a period of twelve (12) months commencing from the date the equipment is put into service, or eighteen (18) months from delivery of the equipment, whichever comes first

#### 5.0 PRODUCTS

##### 5.1 DESIGN AND SCOPE OR WORK

- 5.1.1 The work shall include supply, delivery, installation inspection and training in the use of cable driven sludge collector equipment.
- 5.1.2 The basins shall be in number and dimension as specified herein.
- 5.1.3 The manufacturer shall provide sludge collector equipment that will provide the maximum solids removal performance in accordance with the process design.

##### 5.2 PROCESS DESIGN AND CONDITIONS

- 5.2.1 Number of Basins Qty (2)
- 5.2.2 Dimensions of each Basin 95.5' L x 32' W
- 5.2.3 Number of units per basin Qty (2)
- 5.2.4 Sludge Flow per unit 150 - 200 gpm

##### 5.3 MATERIALS OF CONSTRUCTION

- 5.3.1 All components shall be fabricated of the following materials.
- 5.3.2 Cross bracing - ASTM A276, AISI Type 304
- 5.3.3 Header Assembly and Pipe - AISI Type 304
- 5.3.4 Bushings, Flow Balancing Ring and Tangential Orifices – UHMW
- 5.3.5 Cable Pulleys and Casters – Polyurethane
- 5.3.6 Bolts, Nuts, Fasteners – IFI-104 GRADE 304
- 5.3.7 All fabricated stainless steel components shall be passivated to prevent future corrosion. All welds shall be passivated by mechanical cleaning per ASTM A-380 and

cleaning with an NSF approved acid solution. Nitric acid or other hazardous chemicals shall not be allowed for cleaning. Non welded parts shall be supplied with standard mill finish

## 5.4 COMPONENTS

### 5.4.1 Shared Reel Drive Assembly

- 5.4.1.1 Each drive assembly shall consist of a 3 Phase 230 Vac 1/4HP motor which shall be coupled to a single rotating drum for manipulation of the cable that is attached to the tandem collector assembly.
- 5.4.1.2 The cable shall be firmly attached to the rotating drum to prevent slippage. Tensioning the cable between multiple pulleys to prevent slippage will not be allowed.
- 5.4.1.3 The cable shall store on the reel in a single layer, the placement of which shall be organized by the drive mechanism.
- 5.4.1.4 The complete drive mechanism shall be packaged on a single base and provided with a safety enclosure.
- 5.4.1.5 The drive cable shall be Type 304 Stainless Steel with a minimum diameter of 3/16".
- 5.4.1.6 The drive assembly shall be capable of ceasing operation on an excessive motor load without physical damage to the drive unit. The first mechanical failure point shall be an easily replaceable shear pin, but should alarm from an electrically generated source first.
- 5.4.1.7 The drive assembly shall have integral position sensors which determine when the collector is at the end of the basin, the beginning of the basin and points in-between. No external or under-water position sensors shall be required or allowed.
- 5.4.1.8 The drive shall have an emergency disconnect button which shall be a large, red palm operated single button.

### 5.4.2 Guide Rail

- 5.4.2.1 The existing guide rail shall remain and be re-used.
- 5.4.2.2 Rail Guided Trolley Assembly
  - 5.4.2.2.1 The rail guided sludge trolley assemblies shall be manufactured entirely of Type 304 Stainless Steel, with the exception of non-metallic parts such as casters, bushings, orifices, etc. which will be manufactured of plastic, non-metallic materials.
  - 5.4.2.2.2 The trolley shall be guided by the guide rail and shall attach to the guide rail by means of lock on castors which will prevent the trolley from coming off of the guide rail.
  - 5.4.2.2.3

### 5.4.3 Cable pulleys

- 5.4.3.1 New cable pulleys shall be installed at both ends of the guide rail to accommodate the drive cable. The pulleys shall be configured so as not to interfere with the guide rail or the travel of the header pipe trolley on the guide rail.

### 5.4.4 End Sensors

5.4.4.1 Each drive unit shall be equipped with sensors that send a signal to the control panel when the unit has reached a pre-determined point at each 11203-4 end of the travel. These sensors shall be accurate within 3” and be mounted on the drive unit. No underwater sensors shall be allowed.

#### 5.4.5 Control System

5.4.5.1 There shall be one collector control panel to operate four (4) sludge collectors. Each control panel shall communicate to the Master Control Center (SCADA) via Ethernet communication or dry contacts.

5.4.5.2 The sludge valve(s) shall be supplied by others under the valve section and controlled from the collector control panel. The main sludge collector control panel(s) shall communicate sludge valve open and close commands and shall require a confirmed open or close signal back.

5.4.5.3 The collector control panel shall include an Allen Bradley MicroLogix PLC based electronic control panel which shall automatically control all of the functions and operations of the sludge collector system.

5.4.5.4 Each control panel shall arrive to the jobsite internally pre-wired ready to connect to each drive unit by utilizing (11) 16 gauge wires.

5.4.5.5 Each control panel shall operate by use of a 120 VAC circuit furnished to each panel location.

5.4.5.6 Each main control panel shall consist of the following:

5.4.5.6.1 Real time clock for programmable run initiation.

5.4.5.6.2 Programmable Logic Controller.

5.4.5.6.3 VFD with manual operation keys and speed control. 230VAC, 3 phase output, ¼ HP minimum. DC motors are not allowed.

5.4.5.6.4 Power supply with 24 VDC control voltage.

5.4.5.6.5 Properly sized protective circuit breakers and terminal blocks.

5.4.5.6.6 HMI (touch screen) with the following controls and indication:

5.4.5.6.6.1 System mode – Hand/ Off/ Auto

5.4.5.6.6.2 Manual start

5.4.5.6.6.3 Drive mode – Reverse / Off / Forward

5.4.5.6.6.4 Valve position

5.4.5.6.6.5 Real time clock settings

5.4.5.6.6.6 Collector speed control

5.4.5.6.6.7 Alarm reset

5.4.5.6.6.8 Drive direction

5.4.5.6.6.9 Home and End position indication

5.4.5.6.6.10 Provide dry contacts or Ethernet for communication with the Plant SCADA system. If dry contacts the following signals will be provided:

5.4.5.6.6.10.1 Remote start

5.4.5.6.6.10.2 Run condition

5.4.5.6.6.10.3 Alarm condition 11203-5

5.4.5.6.6.10.4 The control panel components shall be installed inside a NEMA 4X marine grade aluminum control panel housing. Outside installations shall include a sun shield, if required to maintain enclosure temperature. It shall be the responsibility of the sludge

collector manufacturer to provide all of the necessary control hardware, software and components as required for a complete installation.

## 6.0 PART 3 EXECUTION

### 6.1 INSTALLATION

6.1.1 Equipment should be stored indoors in a dry area prior to installation.

6.1.2 Install sludge collection equipment as indicated on the contract drawings and in accordance with the manufacturer's recommendations.

### 6.2 INSPECTION AND STARTUP

6.2.1 The manufacturer shall provide a factory trained representative to perform the following:

6.2.1.1 Inspect the installation, and certify that the equipment have been properly

6.2.1.2 installed and is fully operational in accordance with their recommendations

6.2.1.3 Support start-up and initial operation and train the Owner's personnel on operation and maintenance of the sludge collector equipment.

6.2.1.4 Include a minimum of one trip of at least two (2) eight hour days for inspection, startup, adjustment and training.

## 7.0 GENERAL INFORMATION

### 7.1 LOCATION & SITE VISIT

All work for this project will take place at 265 Water Plant Rd., Commerce, GA 30529. It is suggested that all bidders inspect the site to ascertain the nature of the work and general conditions which could affect the cost and use of products. The City of Commerce will assume no responsibility for representations or understandings made by officers or employees unless included in this Request for Proposal or issued Addenda. Vendors must contact Water Plant Staff for site visit scheduling at [waterplant@commercega.org](mailto:waterplant@commercega.org) or 706- 335-6330.

### 7.2 QUALIFICATIONS OF COMPANY

Submittals should provide information about the company and should address the qualifications and depth of experience of the company in successfully completing similar projects.

### 7.3 QUALIFICATIONS OF LOCAL OFFICE STAFF TO BE ASSIGNED TO THE PROJECT

Submittals should address the qualifications and experience of each senior and higher level person to be assigned to the project. Qualifications include education, certification, special training and professional activity. Experience should be quantified by degree of responsibility as well as number of years. Please note that the City has requested information on each senior or higher level person to be assigned to the project. If your company is not yet ready to make an assignment, you should give information on current staff that may be assigned.

### 7.4 CLIENT REFERENCES

Submittals should provide the names and telephone numbers of previous and/or current governmental clients whom the City may contact for a candid judgment of the company's

services. The most effective references will come from entities, comparable in size to Commerce, for which your company has provided services very similar to those the City is requesting.

#### 7.5 COMPENSATION: VARIOUS EXPENSES

Proposals should clearly indicate any other charges that might be made in conjunction with project. Indicate any rate increases to be made during the life of the contract.

#### 7.6 COMPENSATION: ITEMIZED EXPENSES

Proposals should clearly indicate all charges that will be made in conjunction with project in an itemized format. Each segment of the project should give cost details including, but not limited to: Labor, parts, electronics, travel expenses, permits, and chemicals.

#### 7.7 COMPENSATION: TOTAL COST OF SERVICES

Proposals should clearly state the not-to-exceed amount to be charged for the contract. Make any additions necessary to the format to give a complete picture.

#### 7.8 COMPENSATION: CHANGE ORDERS

No add-on's or change orders will be requested, nor should any be submitted to the city during the contract period.

#### 7.9 FINANCIAL STATEMENT

Please provide a copy of your company's most recent financial statements.

#### 7.10 ADDITIONAL INFORMATION

Proposals may include any other information about your company that you believe would be relevant to the city's selection of a contractor. You may use your own format for this information. Please head it ADDITIONAL INFORMATION.

### 8.0 REQUIRED FORMATS

#### 8.1 GENERAL INFORMATION

- 8.1.1 Name of company:
- 8.1.2 Address of company headquarters:
- 8.1.3 Address of local office
- 8.1.4 Primary contact person(s) at local office
- 8.1.5 Number of employees:
- 8.1.6 Founding date:
- 8.1.7 Company: local office
  - 8.1.7.1 Number of projects for local governmental units in which local office participated in the last three years.
- 8.1.8 Attach an affirmation of proper licensing for public projects.
- 8.1.9 Attach last fiscal years' financial statement of company

#### 8.2 QUALIFICATION OF COMPANY

- 8.2.1 Include a listing of all similar projects performed for local government units by the local office in the last three years.
- 8.2.2 This number should equal number of projects stated in above, for each of these projects please include:
  - 8.2.2.1 Scope of services performed.
  - 8.2.2.2 Last similar project completed.
  - 8.2.2.3 Was the project completed on schedule?

### 8.3 QUALIFICATIONS OF LOCAL OFFICE STAFF TO BE ASSIGNED TO PROJECT

- 8.3.1 Include all of the following for all personnel assigned to the project in the proposal:
- 8.3.2 Name, title and position.
- 8.3.3 Degrees, certifications or other specialized training.
- 8.3.4 Years of professional experience.
- 8.3.5 Their responsibility on each project.
- 8.3.6 Any other relevant qualifications.

### 8.4 APPROACH TO PROJECT

- 8.4.1 State your understanding of City of Commerce's objectives and requirements for the project.
- 8.4.2 Describe the approach, products, and procedures your company would use to meet the above objectives and requirements.

### 8.5 LOCAL GOVERNMENT CLIENT REFERENCES

- 8.5.1 Include all of the following for each reference listed:
- 8.5.2 Name of the client government.
- 8.5.3 Services provided to the client.
- 8.5.4 Dates of service.
- 8.5.5 Client contact person .
- 8.5.6 Contact telephone number.

### 8.6 RECORD OF COMPANY

- 8.6.1 Describe any regulatory action taken by any oversight body against the company and/or any staff members in the last three years.
- 8.6.2 Describe any lawsuits in the last three years involving the company's services.

### 8.7 COMPENSATION: ITEMIZED EXPENSES

- 8.7.1 Please list all expenses related to the project. This section should reflect all aspects of the project scope and any other aspects that are foreseen based on the company representative site visit.
- 8.7.2 Specify nature of any costs included that are not detailed on 8.7.1. Vendors should remember no change orders are to be issued on this project.

### 9.0 PROCEDURES & MISC. ITEMS

The project will be administered by the City of Commerce through the Purchasing Agent being the main point of contact for all questions during the preliminary procedures. After a contract is awarded a project manager will be designated.

- 9.1 All questions shall be submitted in writing (e-mail is preferred) and shall be communicated to all vendors responding to this RFP.
- 9.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.
- 9.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- 9.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- 9.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however. The City of Commerce reserves the right to withhold fifteen percent (15%) of the total cost of the project until the City's Project Manager certifies the project as satisfactory and complete.
- 9.6 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.
- 9.7 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 9.8 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 9.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 9.10 It is possible that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in

this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

## 10.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the City of Commerce by the project representative. Following approval, the City will complete contract negotiations.

The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP package.

### 10.1 Evaluation Method

The City will evaluate all proposals deemed responsive to this request via a committee selected by the City of Commerce. Discussions and negotiations may take place with the short-list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

### 10.2 Selection Criteria & scoring

10.2.1 Satisfaction of stated project objectives (50 points).

10.2.2 Company & staff qualifications & experience as listed in section 8.2. (15 points).

10.2.3 Total project cost (25 Points).

10.2.4 References (10 points).

# Attachments

EXECUTION OF PROPOSAL

DATE: \_\_\_\_\_



The potential contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the company.
- \_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Qualifications, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

\_\_\_\_\_  
Business Contact Representative

\_\_\_\_\_  
Operational Contact Representative

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title



ADDENDA ACKNOWLEDGEMENT

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The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_  
Addendum No \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative/Title (Print or Type)      Authorized Representative (Signature)      (Date)

*Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner's requirements.*



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_

Contract No. and Name: \_\_\_\_\_

Contract Date: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify User Identification Number      Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_ [NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Commerce or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Commerce or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public