



## City of Commerce

P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Phone: (706) 335-1893  
Email: Jelrod@commercega.org

**SUBJECT:** Request for Proposal for Road and Infrastructure Development for the City of Commerce  
Bana Industrial Road.

**You are invited to submit a bid to the City of Commerce, Commerce Georgia for the construction and improvement of the Bana Industrial Road.**

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The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department.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, marked with the vendor's name and address and labeled:

**“RFP 21-001”** and delivered to:

City of Commerce  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Attn: Accounting Manager

**CITY OF COMMERCE, GEORGIA  
REQUEST FOR PROPOSALS  
FOR  
BANA INDUSTRIAL ROAD**

**SECTION I - RFP OVERVIEW**

**1.0 PURPOSE**

The construction and infrastructure improvements to the property known as of the Bana Industrial Road for the City of Commerce, GA.

**1.1 INFORMATION TO VENDORS**

**RFP TIMETABLE**

The anticipated schedule for the RFP is as follows:

RFP Available	July 1, 2020
Deadline for questions	July 17, 2020
Submittal deadline	<b>July 31, 2020 @ 2:00 p.m.</b> Local time prevailing.

**1.2 RFP SUBMISSION:**

All copies (See section 1.17) of the complete signed submittal must be received **by the deadline listed in section 1.1**. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the **RFP 21-001** and title (Bana Road Development) to:

**City of Commerce**  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Attn: Accounting Manager

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 the City of Commerce **Accounting Manager James Elrod at [Jelrod@commercega.org](mailto:Jelrod@commercega.org)** to clarify any part of the RFP requirements. All questions that arise must be submitted prior to two (2) business days before the submittal due date (see 1.1) and shall be directed to the

contact person in writing via 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 bid process or bid opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.3.1 If needed, a **pre-bid meeting** may be scheduled with the City's **Accounting Manager James Elrod at [Jelrod@commercega.org](mailto:Jelrod@commercega.org)**

#### 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" tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information and addendums can also be requested as stated above (1.3).

***Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Bids 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 BIDS/RESERVATION OF RIGHTS

The City of Commerce may reject any and all submittals and reserves the right to:

1. Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission and proposal requirements.

#### 1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn without written permission from the City of Commerce and shall remain valid for a period of 180 days from the date specified for receipt of submittals. Requests for withdrawal must be submitted in writing.

#### 1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such bid 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 bid, 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 bid, 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 bid 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 package will be opened and then reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from Accounting Manager James Elrod, after the RFP due date and time stated herein.

## 1.11 TAXES.

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 form. Vendors whose place of business is other than the State of Georgia may be required to provide copies of your 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 bid.

- 1.12.1 Errors / Mistakes / Omissions in Bids- Vendors and Contractors or their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications prior to submitting their bid. Failure to do so shall be at the Contractor's own risk. Mistakes, errors or omissions can only be corrected prior to the bid closing time and date.

## 1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's 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) day's 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 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 1.15.1 and 1.15.2. apply:

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

1.15.1.1 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.

1.15.1.2 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.

1.15.1.3 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.

1.15.2 The contractor will include the provisions of 1.15.1. 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 City and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City 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

1.17.1 Qualifications Submission

To facilitate evaluation of bids please submit the following:

1.17.1.1 One (1) fully executable (signatures included) electronic copy of the response PDF format.

1.17.1.2 One (1) versions of the RFP. **The original shall be clearly marked “original”.**

1.17.1.3 The Proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

## 1.18 ACCEPTANCE

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

## 1.19 CITY GOVERNMENT

1.19.1 The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated 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 and bid purposes.

## 1.20 BONDING

1.20.1 A performance bond in the amount equal to 100% of the costs associated with all construction and improvements will be required.

## SECTION II - GENERAL CONDITIONS

### 2.0 PURPOSE:

The City of Commerce is issuing this Request for Proposal (RFP) for the Road and Infrastructure Development for the City of Commerce Bana Industrial Road.

### 2.1 CONTRACT PERIOD

The work to complete the Proposal shall be performed pursuant to an Infrastructure Development Agreement a draft of which is available for review at City Hall.

## 3.0 PROJECT SCOPE

### 3.1 Scope of Work

The City of Commerce ("**City**") invites developers and interested parties (collectively "**Proposer**") to submit a proposal for the construction of a road, including all road, sidewalk, curbing, storm water sewer and related improvements, (collectively, the "**Improvements**") on the Property known as the Bana Industrial Road extending from Georgia Highway 98 to Wheeler Lane as described in Deed Book 87K, pages 62-67, in the Office of the Clerk of Superior Court of Jackson County (the "**Proposal**").

The Proposal shall be for the construction of the Improvements in accordance with plans, designs and specifications approved by the City (the "**Plans**") **at the Proposer's sole cost and expense**. The Plans are on file and available for inspection at City Hall, 27 Sycamore Street, Commerce, Georgia 30529. The Plans may be modified by mutual consent of the City and the selected Proposer. The Improvements shall be dedicated and transferred to the City after completion satisfactory to the City. The work to complete the Proposal shall be performed pursuant to an Infrastructure Development Agreement a draft of which is available for review

at City Hall. It is the intent of the City to maintain ownership of the Property for use as a public road.

### 3.2 Site Inspections

3.2.1 Upon request, bidders will be allowed to 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.

### 3.3 Project Schedule

3.3.1 Provide expected starting date. The City of Commerce must be notified 2 days prior to actual startup of construction.

## 4.0 ADMINISTRATION

The project will be administered by the City of Commerce through the Planning and Zoning and Public Works offices. Accounting Manager being the main point of contact for any questions pertaining to the RFP procedures during the bid period. A main point of contact will be appointed for construction once the project is initiated.

## 6.0 PROCEDURES & MISC. ITEMS

- 6.0 All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated to all firms responding to this RFP.
- 6.1 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.
- 6.2 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.
- 6.3 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 proposal as non-responsive.
- 6.4 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.
- 6.5 In case of failure to deliver goods in accordance with the contact 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.

- 6.6 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 proposals on contracts by any agency of the State of Georgia.
- 6.7 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.
- 6.8 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.

## 7.0 FINAL SELECTION

- 7.0 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.
- 7.1 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 or all proposals, to waive technicalities, and to make an award deemed in its best interest.
- 7.2 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.
- 7.3 Evaluation Method
  - 7.3.1 The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce.

## SECTION THREE – PROPOSAL FORMAT

### 8 PROPOSAL FORMAT

- 8.1 In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an electronic copy of the response as part of their proposal.
- 8.2 Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. The requirements response section of the proposal should be submitted on disk AND in hard-copy as part of the submitted document. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All pages should be numbered and clearly labeled. **Instructions relative to each part of the response to this RFP are defined in the remainder of this section.**
- 8.3 CONTENTS Proposals must contain the following: A detailed account of proposed terms and time for completion. A description of the proposed Improvements to include detailed descriptions and drawings of the Improvements to be constructed. A primary contact name and numbers including phone, business address, and email. A signed Proposal with acknowledgement that the Proposer has seen the property.

8.4

### 8.5 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

8.5.1 The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

8.5.2 COMPANY BACKGROUND

8.5.2.1 Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

8.5.2.2 The vendor should outline the company's background, including:

8.5.2.2.1 How long the company has been in business.

8.5.2.2.2 A brief description of the company size and organization.

8.5.3 CLIENT REFERENCES

8.5.3.1 Vendors should provide at least five (5) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Submit references for fully completed installations to the extent possible. Information should include at the minimum: name of client reference, name of agency's project manager, address, telephone, and e-mail.

8.6 ADDENDA

8.6.1 If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP by email, facsimile or mail. **All addenda issued by the City must be so noted on any proposals that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal.

Required Forms for Submission



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

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 proposal. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to proposal 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 proposal for:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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



**ADDENDA ACKNOWLEDGEMENT**

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

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

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

***Vendors must acknowledge any issued addenda. Submittals 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.***

