



City of Commerce

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

SUBJECT: Request for Bid for Gas Main Installation

You are invited to submit a bid to the City of Commerce, Commerce Georgia for the installation of 8” & 4” gas main.

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

The written requirements contained in this Request for Bid (RFB) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department.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 RFB 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: **“RFB 20-004”** 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 QUALIFICATION
FOR
Installation of Gas Main**

SECTION I - RFB OVERVIEW

1.0 PURPOSE

Install approximately 200 feet of 8” steel and 4” polyethylene gas main and testing in Commerce GA.

1.1 INFORMATION TO VENDORS

RFB TIMETABLE

The anticipated schedule for the RFB is as follows:

| | |
|--------------------------|---|
| RFB Available | August 30, 2019 |
| Deadline for questions | September 23, 2019 |
| Optional Pre-Bid Meeting | September 10, 2019 @ 2:00 p.m. |
| Submittal deadline | September 25, 2019 @ 2:00 p.m. Local time prevailing. |

1.2 RFB 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 20-004 and title (Gas Main Installation) 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 **Christy Case at ChristyC@commercega.org** to clarify any part of the RFB 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 RFB 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.

1.4 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 RFB or in any addendum to this RFB. Where there appears to be a conflict between the RFB and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the "Doing Business" tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFB 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. 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 bid not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF BIDS

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 the time and place as stated in the notice will not be considered.

1.7 MINIMUM RFB 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 RFB, 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 RFB to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFB OPENING

RFB submittal package will be opened and reviewed by a selected committee. A list of names of firms responding to the RFB may be obtained from Christy Case, after the RFB 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 the Accounting Manager with 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.

1.13 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 RFB, 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 RFB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFB 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 Two (2) paper versions of the RFB. The original shall be clearly marked "original".
- 1.17.1.3 The bids shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFB.

1.18 ACCEPTANCE

- 1.18.1 Submission of any bid indicates acceptance of the conditions contained in the RFB unless clearly and specifically noted otherwise in the bid.

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

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE:

The City of Commerce is issuing this Request for Bid (RFB) for the installation, pressure testing and tie-in of gas main along Wheeler Rd.

2.1 CONTRACT PERIOD

Any contract resulting from this RFB shall not exceed a period of 60 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 RFB will be used to engage the vendor selected as a result of this RFB process.

3.0 PROJECT SCOPE

3.1 Scope of Work

- 3.1.1 Remove and install approximately 200 feet of 8 inch steel gas main (.250 wall dual coat pipe) and 4 inch polyethylene and (#12 solid, coated) tracer wire at approximately $\frac{3}{4}$ mile south of the intersection of US-441 & GA-334 in Commerce, GA.
- 3.1.2 Pressure test at 750 psi on 8" steel and 125 psi on 4" PE for 24 hours and provide chart recording verifying pressure test.
- 3.1.3 After successful pressure test the contractor will tie-in 4" PE to existing 4" PE on each side of the creek bed. Detailed drawing with measurements from centerlines is required based on the completed installation including the tie-in points.
- 3.1.4 The City of Commerce shall submit state permits.
- 3.1.5 Must meet state mandated erosion controls within state right of way.
- 3.1.6 Verification of grounding equipment and safe shoring.

3.2 Site Inspections

- 3.2.1 Bidders should 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 bid.

3.3 Project Cost

Project cost shall include all material costs and be present in the following fashion:

- 3.3.1 Price per foot installed
- 3.3.2 Price per foot for rock adder for 8" steel and 4" PE gas main (rock is defined as that which cannot be easily removed with backhoe)
- 3.3.3 Price per foot for bores
- 3.3.4 All rock removal and bores must be verified and approved by a City of Commerce representative.
- 3.3.5 List total expected price of bid.

3.4 Project Schedule

- 3.4.1 Provide expected starting date. The City of Commerce must be notified 2 days prior to actual startup of construction.
- 3.4.2 This project must be completed and invoiced by June 30, 2020.

3.5 Payment Terms

- 3.5.1 Payment will be made upon completion of all construction and the submittal of pressure recording and drawing.

4 CERTIFICATIONS REQUIRED

The successful bidder shall provide details of operator qualifications for all employees that will be part of the installation or construction. The operator qualifications reports are required before

any construction can begin. A copy of the successful bidders drug and alcohol testing plan is also required along with the latest PHMSA Drug and Alcohol Testing Data

5 ADMINISTRATION

The project will be administered by the City of Commerce through the Accounting Manager being the main point of contact for all questions during the bid period. The Gas Compliance Supervisor will be the main point of contact 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 RFB.
- 6.1 All materials submitted in connection with this RFB 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 RFB 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 RFB. The issuance of this RFB constitutes only an invitation to present a bid. 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 RFB. 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 RFB 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 RFB or otherwise..
- 6.3 Failure to submit all the mandatory forms from this RFB 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.
- 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 bids on contracts by any agency of the State of Georgia.
- 6.7 Any contract resulting from this RFB 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 bids, 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 and or all bids.

7.2 Every vendor submitting a bid 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 RFB package.

7.3 Evaluation Method

7.3.1 The City will evaluate all bids deemed responsive to this request by a committee selected by the City of Commerce.

7.3.2 Selection Criteria

7.3.2.1 References - 10 points

7.3.2.2 Overall Cost & Pricing - 40 Points

7.3.2.3 Approach to project – 20 Point

7.3.2.4 Company Background – 30 Points

SECTION THREE – BID FORMAT

8 BID FORMAT

8.1 In order to facilitate the analysis of responses to this RFB, vendors are required to prepare their bids in accordance with the instructions outlined in this section. Each vendor is required to submit the bid in a sealed package. Vendors whose bids 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 bid.

8.2 Bids should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFB. The requirements response section of the bid 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 RFB are defined in the remainder of this section.**

8.3 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

8.3.1 The Executive Summary portion of the response to the RFB should be limited to a brief narrative highlighting the vendor's bid. 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.

8.3.2 COMPANY BACKGROUND

8.3.2.1 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 RFB. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

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

8.3.2.2.1 How long the company has been in business.

8.3.2.2.2 A brief description of the company size and organization.

8.3.2.2.3 The number of public sector installations.

8.3.3 PROPOSED APPLICATION & COSTS

8.3.3.1 The vendor must present, in detail, features and capabilities of the proposed products. Please reference the "Project Scope" to gain insight on what applications will be needed. This section should also include an itemized breakdown of all associated costs and totals for the project.

8.3.4 CLIENT REFERENCES

8.3.4.1 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.

8.4 ADDENDA

8.4.1 If revisions become necessary, the City will provide written addenda to all vendors who have received the RFB by email, facsimile or mail. **All addenda issued by the City must be so noted on any bids 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 bid.

Required Forms for Submission



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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract Project Name: _____
Contract Year: _____

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, company, 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 Public [NOTARY SEAL]

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

Attachments

U.S. 441
 STA-9+000.000
 N 463355.992
 E 766711.846

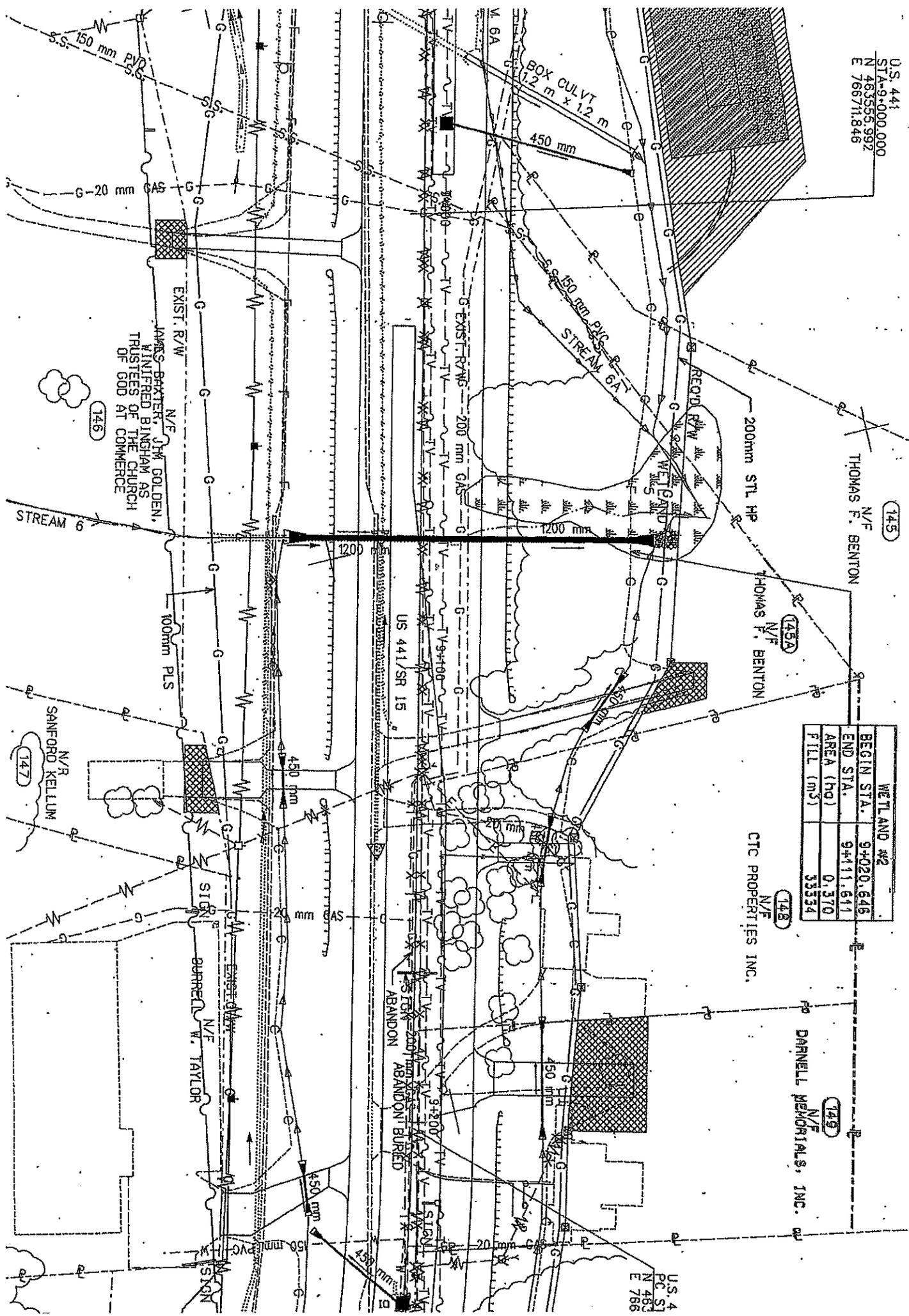
(145) N/F
 THOMAS F. BENTON

| WETLAND #2 | |
|------------------------|-----------|
| BEGIN STA. | 9+020.646 |
| END STA. | 9+111.611 |
| AREA (ha) | 0.370 |
| FILL (m ³) | 33534 |

(148) N/F
 CTC PROPERTIES INC.

(149) N/F
 DARNELL MEMORIALS, INC.

U.S. 4
 PC ST
 N 463
 E 766



EXIST. R/W
 JAMES BAXTER, JIM GOLDEN,
 RAUFRED BINGHAM AS
 TRUSTEES OF THE CHURCH
 OF GOD AT COMMERCE
 (146)

N/R
 SANFORD KELLUM
 (147)

US 441/SR 15

STEN 200 mm GAS
 ABANDON BURRED

EXIST. R/W
 BURRILL W. TAYLOR
 N/F

