



City of Commerce

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

SUBJECT: Request for Proposal for 2020 LMIG Street Paving

You are invited to submit a Proposal to the City of Commerce, Commerce Georgia for 2020 LMIG Street Paving.

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The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department.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 20-008”** 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 PRICING
FOR
2020 LMIG Street Paving**

SECTION I - RFP OVERVIEW

1.0 PURPOSE

The City of Commerce is accepting sealed proposals from qualified vendors for LMIG STREET RESURFACING PROJECT 2020.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	March 16, 2020
Deadline for questions	April 10, 2020
Submittal deadline	April 15, 2020 at 4:00 pm 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**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP #20-008 and title) 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 **James Elrod at 706-335-1893 or jelrod@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 (see 1.1) 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 under the “Doing Business” 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 the time and place as stated in the notice will not be considered.

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 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 package will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from 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 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 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 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) 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 1.15.1 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 Proposals 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) 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 purposes.

1.20 BONDING

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

1.20.2 Each bid must be accompanied with a bid bond in an amount equal to 5% of the base bid, payable to the City of Commerce and issued by a Corporate Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and Contract Documents, should the construction contract be awarded to him.

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE:

The City of Commerce, GA is Requesting Proposals (RFP) from respondents capable of completing and providing professional contractual services for the Public Works Department for street paving.

2.1 CONTRACT PERIOD

Any contract resulting from this RFP 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 RFP will be used to engage the vendor selected as a result of this RFP process.

3.0 PROJECT SCOPE

3.1 Scope of Work

- 3.1.1 Asphalt paving, striping, and associated work on various City streets within 45 consecutive calendar days from NTP (notice to proceed) and shall include all labor, materials and incidentals necessary to construct the project. A preliminary list of streets will be included in the bid packet. The amount of work may increase or decrease and the preliminary list of streets are subject to change. This project includes some GDOT LMIG funding. The latest GDOT Standard Specifications for Road and Bridge Construction of the Georgia Department of Transportation as amended herein, shall govern the construction of this project.
- 3.1.2 For resurfacing, clean, tack and overlay each listed street with 1.5” thick layer of pave topping material, per each individual as identified street specification at a total lump sum cost.
- 3.1.3 All warning and advance signs are to be in place alerting motorist of street resurfacing activities at all times. Temporary reflective tape shall be use on each individual listed street
- 3.1.4 Have designated certify flagging personnel present on site at all times actively directing traffic.
- 3.1.5 Contractor must provide a 24-hour clean-up service when each project is completed.
- 3.1.6 All drainage structures within the limits of each project listed will be maintained throughout the duration of the project. Any debris that goes in drainage structures as a result of resurfacing or milling operation will be cleaned out at no additional cost to the City of Commerce.
- 3.1.7 The City will locate and identify all manholes and water valves.
- 3.1.8 An inspection to be completed by the City of Commerce Public Works Department.

3.2 Site Inspections

- 3.2.1. The Bidder is advised to examine all the locations of the work and to inform himself fully as to its conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract.

3.3 Project Cost

- 3.3.1 Project cost shall include all material costs, travel, shipping, additional materials, etc.

3.4 Project Schedule

- 3.4.1 Commerce City Council awards the Proposal
- 3.4.2 Contract will be signed

- 3.4.3 Notice to proceed will be issued to vendor
- 3.4.4 Vendor to provide a projects schedule with start dates

3.5 Payment Terms

- 3.5.1 Payment will be made within 30 days after completion of all construction and the successful testing of all installed products.

4.0 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 Proposal period. The Public Works Director 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 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 proposaling 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 contacts 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 and or all Proposals.
- 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 Award will be made to the contractor submitting the lowest responsive and responsible bid. The City of Commerce reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety

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 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

8.3.1 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.

8.3.2 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 RFP. 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 three (3) 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 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.

Attachments

Street Listing:

- 1- West Cordes Place: from Homer Rd to Ridgeway Rd. (approximately 1,000 ft)
- 2- Cedar Drive: from Homer Rd to Pine Ave (approximately 2,416 ft)
- 3- Hill Street: from Homer Street to North Elm Street (approximately 140 ft)

- 4- Stark Street: from South Elm Street to Dirt portion (approximately 743 ft)
- 5- Oak Street: from South Elm Street to Clayton Street (approximately 1,150 ft)

- 6- Clayton Street: from Central Ave. to 4-Way stop at Scott Street (approximately 2,740 ft)
- 7- Hood Street: from Washington Street to North Elm Street (approximately 1,650 ft)
- 8- Poplar Street: from Smallwood Dr. to 4-Way stop at Chestnut St (approximately 2,265 ft)

- 9- Westwood Drive: from Westwood Road to Dead End (approximately 1,000 ft)
- 10- Roosevelt Blvd: from Jefferson Street to Andrew Jackson (approximately 2,050 ft)

- 11- Bishop Ct.: from Arlington Lane to Paving on Oliver Ridge Dr. (approximately 1,400 ft)
- 12- Arlington Lane: from Brentwood Drive to Bishop Court. (approximately 1,050 ft)

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 Vendor to submit the attached Proposal. Affiant further states as Vendor, that they have not been a party to any collusion among Vendors in restraint of competition by agreement to Proposal at a fixed price or to refrain from proposalding. Affiant also states as Vendor, 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 Vendors 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

